



BellSouth Telecommunications, Inc. 615 214-6301  
1000 17th Avenue S.E. 37203-3901  
Nashville, Tennessee 37203-3901

May 27, 1999

REC'D TN  
REGULATORY AUTH.  
MAY 28 PM 1 38  
OFFICE OF THE  
EXECUTIVE SECRETARY

Mr. David Waddell  
Executive Secretary  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, Tennessee 37243-0505

Re: Approval of the Interconnection Agreement and Amendments  
Thereto Negotiated by BellSouth Telecommunications, Inc. and  
ALEC, Inc. Pursuant to Sections 251 and 252 of the  
Telecommunications Act of 1996

Dear Mr. Waddell:

99-00383

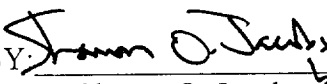
Pursuant to Section 252(e) of the Telecommunications Act of 1996, BellSouth Telecommunications, Inc. and ALEC, Inc. are hereby submitting to the Tennessee Regulatory Authority ("TRA") the original and thirteen copies of the attached Petition for Approval of the Interconnection Agreement dated June 15, 1997, together with Amendments to the Interconnection Agreement dated December 14, 1998 and February 11, 1999 (collectively referred to as the "Agreement"). The first Amendment relates to End User Common Line charges and the second Amendment relates to Physical Collocation.

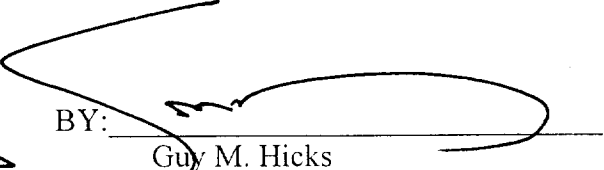
Thank you for your attention to this matter.

Sincerely yours,

ALEC, INC.

BELLSOUTH TELECOMMUNICATIONS, INC.

BY:   
Sharon O. Jacobs  
1500 Nashville City Center  
511 Union Street  
Nashville, TN 37219  
Attorney for ALEC

BY:   
Guy M. Hicks  
Suite 2101  
333 Commerce Street  
Nashville, TN 37201-3300  
Attorney for BellSouth

BEFORE THE TENNESSEE REGULATORY AUTHORITY  
Nashville, Tennessee

In re: *Approval of the Interconnection Agreement and Amendments Thereto  
Negotiated by BellSouth Telecommunications, Inc. and ALEC, Inc.  
Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. 99-00383

**PETITION FOR APPROVAL OF THE INTERCONNECTION AGREEMENT  
AND AMENDMENTS THERETO NEGOTIATED BETWEEN BELL SOUTH  
TELECOMMUNICATIONS, INC. AND ALEC, INC.  
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996**

COME NOW, ALEC, Inc. ("ALEC") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Interconnection Agreement dated June 15, 1997, together with the Amendments to the Interconnection Agreement dated December 14, 1998 and February 11, 1999 (sometimes collectively referred to as the "Agreement") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, BellSouth and ALEC state the following:

1. ALEC and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to ALEC. The parties have also recently negotiated two amendments to the Interconnection Agreement. The first Amendment relates to end user common line charges and is dated December 14, 1998. The second Amendment relates to Physical Collocation and is dated February 11, 1999. A copy of the Agreement and Amendments are attached hereto and incorporated herein by reference.

2. Pursuant to Section 252(e) of the Telecommunications Act of 1996, ALEC and BellSouth are submitting their Agreement to the TRA for its consideration and approval.

3. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Agreement between ALEC and BellSouth within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

4. ALEC and BellSouth aver that the Agreement is consistent with the standards for approval. The approval of said Agreement provides for new competitors in the local exchange market, which will likely bring new services, lower prices and other benefits to the public.

5. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

ALEC and BellSouth respectfully request that the TRA approve the Agreement, including the Amendments, negotiated between the parties.

This 28<sup>th</sup> day of May, 1999.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

Guy M. Hicks  
333 Commerce Street, Suite 2101  
Nashville, Tennessee 37201-3300  
(615) 214-6301  
Attorney for BellSouth

ALEC, INC.

By: \_\_\_\_\_

Sharon O. Jacobs  
1500 Nashville City Center  
511 Union Street  
Nashville, Tennessee 37219  
(615) 251-6745  
Attorney for ALEC

This 28<sup>th</sup> day of MAY, 1999.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

Guy M. Hicks  
333 Commerce Street, Suite 2101  
Nashville, Tennessee 37201-3300  
(615) 214-6301  
Attorney for BellSouth

ALEC, INC.

By: 

Sharon O. Jacobs  
1500 Nashville City Center  
511 Union Street  
Nashville, Tennessee 37219  
(615) 251-6745  
Attorney for ALEC

AMENDMENT TO  
INTERCONNECTION AGREEMENT BETWEEN  
BELLSOUTH TELECOMMUNICATIONS, INC.  
AND ALEC, INC.  
DATED JUNE 15, 1997

Pursuant to this Agreement (the "Amendment"), BellSouth Telecommunications, Inc. ("BellSouth or Company") and ALEC, Inc. hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties dated June 15, 1997. ("Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BellSouth and Dakota hereby covenant and agree as follows:

1. The Parties hereby agree that Section XIV.O of the Interconnection Agreement is deleted in its entirety and replaced with a new XIV.O as follows:

"Pursuant to 47 CFR Section 51.617, the Company will bill Reseller end user common line charges identical to the end user common line charges the Company bills its end users. "

2. The Parties agree that all of the other provisions of the Master Interconnection Agreement, dated June 15, 1997 shall remain in full force and effect.

3. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the appropriate Commission or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Jerry D. Hendrix  
BELLSOUTH TELECOMMUNICATIONS,  
INC.

By: [Signature]

DATE: 7/9/98

Jay Campbell  
ALEC, INC.

By: [Signature]

DATE: 12/14/98

**Collocation Agreement**

**By and Between**

**BellSouth Telecommunications, Inc.**

**and**

**ALEC, Inc.**

## **BELLSOUTH PHYSICAL COLLOCATION MASTER AGREEMENT**

THIS AGREEMENT, made this 11th day of February, 1999, by and between BellSouth Telecommunications, Inc., ("BellSouth") a corporation organized and existing under the laws of the State of Georgia, and ALEC, Inc. a corporation organized and existing under the laws of Kentucky;

### **W I T N E S S E T H**

WHEREAS, ALEC, Inc. wishes to occupy BellSouth Central Office Collocation Space as defined herein for the purpose of interconnection to BellSouth's facilities;

WHEREAS, BellSouth has space available in its Central Office(s) which ALEC, Inc. desires to utilize; and

WHEREAS, BellSouth is willing to make such space available to ALEC, Inc. within its Central Office(s) subject to all terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual agreements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

### **1. SCOPE OF AGREEMENT**

1.1 Right to occupy. BellSouth hereby grants to ALEC, Inc. a right to occupy that certain area designated by BellSouth within a BellSouth Premises, of a size and dimension which is specified by ALEC, Inc. and agreed to by BellSouth (hereinafter "Collocation Space"). BellSouth will design and construct a wall or other delineation to establish a clear division between the Collocation Space and other areas of the Central Office dedicated to BellSouth's use, hereinafter, "Common Area". BellSouth will prorate the costs for such common area construction pursuant to Section 4.7 following.

1.2 Use of space. ALEC, Inc. shall use the Collocation Space for the purposes of installing, maintaining and operating ALEC, Inc.'s equipment (to include testing and monitoring equipment) which is used to interconnect with BellSouth services and facilities for the provision of telecommunications services. Pursuant to Article 3 following, ALEC, Inc. may at its option, place ALEC, Inc.-owned fiber entrance facilities to the Collocation Space. In addition to, and not in lieu of, interconnection to BellSouth services and facilities, ALEC, Inc. may connect to other interconnectors within the designated BellSouth Central Office (including to its own virtual or physical collocated arrangements) through facilities designated by ALEC, Inc.. The Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.

1.3 No right to sublease. ALEC, Inc. may not provide or make available space within the collocation space to any third party. Any violation of this provision shall be deemed a material breach of this Agreement.



1.4 Rates and charges. ALEC, Inc. agrees to pay the rates and charges identified at Exhibit A attached hereto.

1.5 Availability of Space. BellSouth will permit ALEC, Inc. to physically collocate, pursuant to the terms of this Agreement, at any BellSouth Premises, unless BellSouth has determined that there is no space available due to space limitations or due to technical infeasibility. Such determinations shall be subject to the following condition: after notifying ALEC, Inc. that BellSouth has no available space in a particular Premises, BellSouth must timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth will maintain a waiting list of customers on a first come, first served basis. BellSouth will notify the telecommunications carriers on the waiting list when space becomes available according to how much space becomes available and the position of telecommunications carrier on said waiting list. BellSouth will post a Carrier Notification letter on BellSouth's Interconnection website as a general notice that space in a Premises has become available. Upon request BellSouth will advise ALEC, Inc. as to its position on the list. Notwithstanding the foregoing, should any state regulatory agency impose a different procedure regarding the assignment of space in a central office where space has been previously unavailable, that procedure shall supersede the requirements set forth herein.

1.6 Term. The term of this Agreement shall be for an initial period of two (2) years, beginning on the Agreement date stated above and ending two (2) years later on the month and day corresponding to such date.

## **2. OCCUPANCY**

2.1 Commencement Date. The "Commencement Date" shall be the day ALEC, Inc.'s equipment becomes operational as described in Article 2.2, following.

2.2 Occupancy. BellSouth will notify ALEC, Inc. in writing that the Collocation Space is ready for occupancy. ALEC, Inc. must place operational telecommunications equipment in the Collocation Space and connect with BellSouth's network within one hundred eighty (180) days after receipt of such notice. ALEC, Inc. must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for interconnected service until receipt of such notice. If ALEC, Inc. fails to place operational telecommunications equipment in the Collocation Space within 180 days and such failure continues for a period of thirty (30) days after receipt of written notice from BellSouth, then and in that event ALEC, Inc.'s right to occupy the Collocation Space terminates and BellSouth shall have no further obligations to ALEC, Inc. with respect to said Collocation Space. Termination of ALEC, Inc.'s rights to the Collocation Space pursuant to this paragraph shall not operate to release ALEC, Inc. from its obligation to reimburse BellSouth for all costs reasonably incurred by BellSouth in preparing the Collocation Space, but rather such obligation shall survive this Agreement. For purposes of this paragraph, ALEC, Inc.'s telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

2.3 Termination. ALEC, Inc. may terminate occupancy in a particular Collocation Space upon thirty (30) days prior written notice to BellSouth. Upon termination of such

occupancy, ALEC, Inc. at its expense shall remove its equipment and other property from the Collocation Space. ALEC, Inc. shall have thirty (30) days from the termination date to complete such removal; provided, however, that ALEC, Inc. shall continue payment of monthly fees to BellSouth until such date as ALEC, Inc. has fully vacated the Collocation Space. Should ALEC, Inc. fail to vacate the Collocation Space within thirty (30) days from the termination date, BellSouth shall have the right to remove the equipment and other property of ALEC, Inc. at ALEC, Inc.'s expense and with no liability for damage or injury to ALEC, Inc.'s property unless caused by the gross negligence or intentional misconduct of BellSouth.

### **3. USE OF COLLOCATION SPACE**

3.1 Equipment Type. BellSouth permits the placement of equipment in the Physical Collocation arrangement where such equipment is utilized for the purposes of providing telecommunication services through interconnection or through access to unbundled network elements. Where that equipment can also provide information services, the telecommunications carrier may offer information services through the same arrangement, so long as it is also offering telecommunications services through the same arrangement. BellSouth will not permit collocation of equipment that will be used only to provide enhanced services or information services. BellSouth will not accept collocation requests from entities that are not telecommunications carriers.

3.1.1 Such equipment must at a minimum comply with the BellCore Network Equipment Building Systems (NEBS) General Equipment Requirements and National Electric Code standards.

3.1.2 ALEC, Inc. shall not use the Collocation Space for marketing purposes. ALEC, Inc. shall place no signs or marking of any kind (except for a plaque or other identification affixed to ALEC, Inc.'s equipment and reasonably necessary to identify ALEC, Inc.'s equipment, and which shall include a list of emergency contacts with telephone numbers), in the area surrounding the Collocation Space or on the grounds of the Premises housing the Collocation Space.

3.2 Entrance Facilities. ALEC, Inc. may elect to place ALEC, Inc.-owned or ALEC, Inc.-leased entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both parties. ALEC, Inc. will provide and place fiber cable at the point of interconnection of sufficient length to be pulled through conduit and into the splice location. ALEC, Inc. will provide a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to the ALEC, Inc.'s equipment in the Collocation Space. ALEC, Inc. must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. ALEC, Inc. is responsible for maintenance of the entrance facilities.

3.2.1 Dual entrance. BellSouth will provide at least two interconnection points at each Premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for collocation under this Agreement, BellSouth shall provide ALEC, Inc. with information regarding BellSouth's capacity to accommodate dual

entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to ALEC, Inc.'s arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.

**3.2.2 Shared Use.** ALEC, Inc. may utilize spare capacity on an existing Interconnector entrance facility for the purpose of providing an entrance facility to another ALEC, Inc. collocation arrangement within the same BellSouth Premises.

**3.3 Splicing in the Entrance Manhole.** Although not generally permitted, should ALEC, Inc. request a splice to occur in the entrance manhole(s), BellSouth, at its sole discretion, may grant such a request, provided that BellSouth will not unreasonably withhold approval of requests to make such a splice. When the request for a splice is granted to ALEC, Inc. by BellSouth, ALEC, Inc. shall ensure its employees or agents entering and/or performing work in the entrance manhole(s) are trained and comply with BellSouth procedures and OSHA requirements regarding access to manholes and that BellSouth personnel are notified and present for all entrances and work performed in the entrance manhole(s). Manhole covers shall be properly closed and secured at the conclusion of entry and/or work. Advance notification to BellSouth shall occur at a minimum of 48 hours prior to desired entry for normal work activities and at a minimum of 2 hours prior to desired entry in an out of service condition.

**3.4 Demarcation Point.** A point-of-termination bay(s) will designate the point(s) of interconnection between ALEC, Inc.'s equipment and/or network and BellSouth's network. Each party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. ALEC, Inc. may, at its option, provide its own point-of-termination bay(s) in accordance with BellSouth's guidelines and specifications, which BellSouth will provide upon request. ALEC, Inc. or its agent may perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to subsection 3.5, following, and may self-provision cross-connects that may be required within the collocation space to activate service requests. With the exception of cross-connects provisioned as set forth in this subsection, a certified vendor is required to perform all other equipment installation or provisioning activities within the collocation space, pursuant to Section 4.3.

**3.5 ALEC, Inc.'s Equipment and Facilities.** ALEC, Inc. is solely responsible for the layout, design, engineering, testing, performance, monitoring, maintenance, and repair of the equipment and facilities used by ALEC, Inc. in the Collocation Space. Without limitation of the foregoing provisions, ALEC, Inc. will be responsible for servicing, supplying, repairing, installing and maintaining the following: (1) cable(s); (2) equipment; (3) point-of-termination cross-connects; (4) point of termination maintenance, including replacement fuses and circuit breaker restoration, if not performed by BellSouth; and (5) connection cable(s) and associated equipment which may be required within the Collocation Space to the points of interconnection.

**3.6 Easement Space.** From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give reasonable notice to ALEC, Inc. when access to the Collocation Space is required. ALEC, Inc. may elect to be present whenever

BellSouth performs work in the Collocation Space. The Parties agree that ALEC, Inc. will not bear any of the expense associated with this work.

**3.7 Access and Administration.** ALEC, Inc. shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. ALEC, Inc. agrees to provide the name and social security number of any employee, contractor, or agents provided with access keys (e.g. keys or access cards) prior to the issuance of said access keys. ALEC, Inc. agrees to be responsible for the return of all said keys in the possession of ALEC, Inc. employees, contractor, or agents after termination of the employment relationship or contractual obligation with ALEC, Inc.. A security escort will be required at Central Offices where separate, secured ingress and egress are not available and access would require ALEC, Inc. to traverse restricted areas. BellSouth shall use its best efforts to provide ingress and egress to the Collocation Space, where physically and economically feasible to BellSouth, that will not require ALEC, Inc. to traverse restricted areas of the Central Office. For central offices in which an escort is required, BellSouth will establish procedures to provide expedited access in the event of an emergency. Such procedures shall, at a minimum, assign ALEC, Inc.'s request for access a priority level at parity with that which BellSouth assigns itself or any other telecommunications service provider for similar central office emergencies. ALEC, Inc.'s operation and employees, agents and contractors shall conform to current OSHA regulations and all other governmental rules, ordinances, and statutes pertaining to operations within a commercial environment. ALEC, Inc.'s employees, agents and contractors are responsible for being aware of the fire prevention and evacuation procedures in each Collocation Space. BellSouth shall identify the location of such procedures during the walkthrough conducted pursuant to section 4.3.3, herein. ALEC, Inc. acknowledges that the Collocation Space is contained within a secure, limited access location and as such shall cause its employees, agents and contractors to conduct themselves as to maintain the security of the location. Such conduct shall include, but not be limited to requiring all ALEC, Inc. employees, agents, or contractors to display an identification badge issued by ALEC, Inc. or a Certified Vendor which contains a current photo, the individual's name and company name/logo, guarding against and taking necessary steps to prevent unauthorized access, e.g. exterior openings such as doors and windows or interior security openings shall not be left open or unattended, preventing unauthorized visitors of ALEC, Inc. employees, agents or contractors from entering the premises. ALEC, Inc. agrees to comply with all laws, ordinances and regulations affecting the use of the Collocation Space. Upon expiration of this Agreement, ALEC, Inc. shall surrender the Collocation Space to BellSouth in the same condition as when first occupied by the ALEC, Inc. except for ordinary wear and tear.

**3.8 Interference or Impairment.** Notwithstanding any other provisions of this Agreement, equipment and facilities placed in the Collocation Space shall not interfere with or impair service provided by BellSouth or by any other Interconnector located in the Central Office; shall not endanger or damage the facilities of BellSouth or of any other Interconnector, the Collocation Space, or the Central Office; shall not compromise the privacy of any communications carried in, from, or through the Central Office; and shall not create an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of ALEC, Inc. violate the provisions of this paragraph, BellSouth shall give written notice to ALEC, Inc., which notice shall direct ALEC, Inc. to cure the violation within forty-eight (48) hours of ALEC, Inc.'s actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the

parties agree to consult immediately and, if necessary, to inspect the arrangement. If ALEC, Inc. fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or interference/impairment of the services provided by BellSouth or any other interconnector, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to ALEC, Inc.'s equipment. BellSouth will endeavor, but is not required, to provide notice to ALEC, Inc. prior to taking such action and shall have no liability to ALEC, Inc. for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

3.9 Personalty and its Removal. Subject to requirements of this Agreement, ALEC, Inc. may place or install in or on the Collocation Space such facilities and equipment, including storage for and spare equipment, as it deems desirable for the conduct of business; Provided that such equipment is telecommunications equipment, does not violate floor loading requirements, imposes or could impose or contains or could contain environmental conditions or hazards. Personal property, facilities and equipment placed by ALEC, Inc. in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personalty and may be removed by ALEC, Inc. at any time. Any damage caused to the Collocation Space by ALEC, Inc.'s employees, agents or representatives during the removal of such property shall be promptly repaired by ALEC, Inc. at its expense.

3.10 Alterations. In no case shall ALEC, Inc. or any person acting on behalf of ALEC, Inc. make any rearrangement, modification, improvement, addition, repair, or other alteration to the Collocation Space or the BellSouth Central Office without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by ALEC, Inc..

3.11 Janitorial Service. ALEC, Inc. shall be responsible for the general upkeep and cleaning of the Collocation Space and shall arrange directly with a BellSouth certified contractor for janitorial services. BellSouth shall provide a list of such contractors on a site-specific basis upon request.

#### **4. ORDERING AND PREPARATION OF COLLOCATION SPACE**

4.1 Application for Space. ALEC, Inc. shall submit to BellSouth a complete and accurate Application and Inquiry document, together with payment of the Application Fee as stated in Exhibit A. The Application shall contain a detailed description and schematic drawing of the equipment to be placed in ALEC, Inc.'s Collocation Space(s) and an estimate of the amount of square footage required.

4.1.1 Application Response.. BellSouth will respond within thirty (30) business days of receipt of a complete application. When multiple applications are submitted within a fifteen business day window, BellSouth will respond to the applications as soon as possible, but no later than the following: Within thirty (30) business days for applications 1-5; within thirty-six (36) business days for applications 6-10; within forty-two (42) business days for applications 11-15. Response intervals for multiple applications submitted within the same timeframe for the

same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation. The Application Response will detail whether the amount of space requested is available or if the amount of space requested is not available, the amount of space that is available. The response will also include the configuration of the space. When BellSouth's response includes an amount of space less than that requested by ALEC, Inc. or differently configured, ALEC, Inc. must amend its application to reflect the actual space available prior to submitting a Bona Fide Firm Order.

4.2 Bona Fide Firm Order. ALEC, Inc. shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Bona Fide Firm Order to BellSouth. A Bona Fide Firm Order requires ALEC, Inc. to complete the Application/Inquiry process described in Subsection 4.1, preceding, submit an updated Application document that is substantially and materially identical to the initial Application/Inquiry document and is complete and accurate based on the outcome of the Application/Inquiry process, and pay all applicable fees referenced in Article 5, following. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) days after BellSouth's response to ALEC, Inc.'s Application/Inquiry. If ALEC, Inc. makes significant changes from the Application/Inquiry to space, power, or wiring requirements or changes in the amount or type of equipment to be placed, BellSouth will be required to re-evaluate and re-respond to the request. In the event BellSouth is required to re-evaluate and re-respond to the request, BellSouth's provisioning interval will not start until the re-evaluation and response is complete and the Bona Fide Firm Order is accepted by BellSouth.

4.2.1 BellSouth will establish a firm order date, per request, based upon the date BellSouth is in receipt of a complete and accurate firm order. BellSouth will acknowledge the receipt of ALEC, Inc.'s Bona Fide Firm Order within 15 days of receipt indicating that the Bona Fide Firm Order has been received and that the order is accurate and complete or if the order is not accurate and complete, details as to the necessary information needed to cause the order to be accurate and complete. A BellSouth response to a complete and accurate firm order will include a Firm Order Confirmation containing the firm order date.

4.2.2 BellSouth will permit one site visit after receipt of the Bona Fide Firm Order. Security escort charges will be assessed for the site visit.

4.2.3 Space preparation for the Collocation Space will not begin until BellSouth receives the Bona Fide Firm Order and all applicable fees.

4.3 Construction and Provisioning Interval. BellSouth will negotiate construction and provisioning intervals per request on an individual case basis. Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 days from receipt of a complete and accurate Bona Fide Firm Order. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction of all other collocation space ("extraordinary conditions") within 180 days of the receipt of a complete and accurate Bona Fide Firm Order. Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major

mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement.

4.3.1 Joint Planning Meeting. A joint planning meeting or other method of joint planning between BellSouth and ALEC, Inc. will commence within a maximum of 20 days from BellSouth's receipt of a complete and accurate firm order and the payment of agreed upon fees. At such meeting, the parties will agree to the preliminary design of the collocation space and the equipment configuration requirements as designated by ALEC, Inc. on its Bona Fide Firm Order. In the event ALEC, Inc. materially modifies its request as a result of the coordination meeting outcome, such modifications must be submitted to BellSouth in writing and a firm order date reestablished. The Collocation Space Completion time period will be provided to ALEC, Inc. during the joint planning meeting or as soon as possible thereafter. BellSouth will complete all design work following the joint planning meeting. If BellSouth needs to reevaluate ALEC, Inc.'s application as a result of changes requested by ALEC, Inc. to ALEC, Inc.'s original application, then BellSouth will charge ALEC, Inc. a fee based upon the additional engineering hours required to do the reassessment. Major changes such as requesting additional space or adding additional equipment may require ALEC, Inc. to resubmit the application with an application fee.

4.3.2 Permits. BellSouth or its agents will diligently pursue filing for the required permits within 7 business days of the completion of finalized construction designs and specifications.

4.3.3 Acceptance Walk Through. ALEC, Inc. and BellSouth will complete an acceptance walk through of each Collocation Space requested from BellSouth by ALEC, Inc.. BellSouth will correct any deviations to ALEC, Inc.'s original or jointly amended requirements within five (5) business days after the walk through, unless the Parties jointly agree upon a different time frame.

4.4 Use of Certified Vendor. ALEC, Inc. shall select an equipment installation vendor which has been approved as a BellSouth Certified Vendor to perform all engineering and installation work required in the Collocation Space. BellSouth shall provide ALEC, Inc. with a list of Certified Vendors upon request. The Certified Vendor shall be responsible for installing ALEC, Inc.'s equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and ALEC, Inc. upon successful completion of installation. The Certified Vendor shall bill ALEC, Inc. directly for all work performed for ALEC, Inc. pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. BellSouth shall consider certifying ALEC, Inc. or any vendor proposed by ALEC, Inc..

4.5 Alarm and monitoring. BellSouth shall place environmental alarms in the Central Office for the protection of BellSouth equipment and facilities. ALEC, Inc. shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service ALEC, Inc.'s Collocation Space. Upon request, BellSouth will provide ALEC, Inc. with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by ALEC, Inc.. Both parties shall use best efforts to notify the other of any verified environmental hazard known to

that party. The parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit B attached hereto.

4.6 Basic Telephone Service. Upon request of ALEC, Inc., BellSouth will provide basic telephone service to the Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.

4.7 Space Preparation. BellSouth shall pro rate the costs of any renovation or upgrade to Central Office space or support mechanisms which is required to accommodate physical collocation. ALEC, Inc.'s pro rated share will be calculated by multiplying such cost by a percentage equal to the amount of square footage occupied by ALEC, Inc. divided by the total Central Office square footage receiving renovation or upgrade. For this section, support mechanisms provided by BellSouth may include, but not be limited to heating/ventilation/air conditioning (HVAC) equipment, HVAC duct work, cable support structure, fire wall(s), mechanical upgrade, asbestos abatement, ground plane addition, or separate ingress/egress construction. Such renovation or upgrade will be evaluated and the charges assessed on a per Central Office basis. BellSouth will reimburse ALEC, Inc. in an amount equal to ALEC, Inc. reasonable, demonstrative and mitigated expenditures incurred as a direct result of delays to the completion and turnover dates caused by BellSouth.

4.8 Space Enclosure. Although enclosures are not required, upon request of ALEC, Inc., BellSouth shall construct an equipment arrangement enclosure of a size and dimension jointly agreed upon by the Parties. ALEC, Inc. may request enclosed floor space in increments of fifty (50) square feet, with a minimum of one hundred (100) square feet. ALEC, Inc. may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Such contractor shall directly bill ALEC, Inc. for activities associated with the space enclosure construction. ALEC, Inc. must provide the local BellSouth building contact with a card, key or other access device used to enter the locked enclosure. Except in case of emergency, BellSouth will not access ALEC, Inc.'s locked enclosure prior to notifying ALEC, Inc..

4.9 Unenclosed Space. At ALEC, Inc.'s option, an unenclosed space may be requested instead of an equipment arrangement enclosure as described above. Unenclosed arrangements will be located in the area designated for physical collocation within the BellSouth Common Area. A collocator may designate a specific amount of unenclosed space, given that such designation is adequate to accommodate the requested equipment installation per industry standards. Alternatively, if a square footage amount is not designated, aisle space for wiring and maintenance will be designated to the collocator based on a factor as described in Article 5.6 following. There is no minimum square footage requirement for unenclosed collocation space, permitting the collocator to use space in increments less than 100 square feet.

4.10 Virtual Collocation Transition. In the event physical collocation space was previously denied at a location due to technical reasons or space limitations, and that physical collocation space has subsequently become available, ALEC, Inc. may transition its virtual collocation arrangements to physical collocation arrangements and pay the appropriate non-recurring fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement. To the extent physical collocation space has become available within 180 days of ALEC, Inc.'s submission of a Bona Fide Firm Order for



virtual collocation, ALEC, Inc. will receive a credit for any nonrecurring charges previously paid for such virtual collocation arrangement. ALEC, Inc. must arrange with a BellSouth certified vendor for the relocation of equipment from its virtual collocation space to its physical collocation space and will bear the cost of such relocation.

**4.11 Cancellation.** If ALEC, Inc. cancels its order for the Collocation Space(s), ALEC, Inc. will reimburse BellSouth for any expenses incurred up to the date that written notice of the cancellation is received. In no event will the level of reimbursement under this paragraph exceed the maximum amount ALEC, Inc. would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred.

**4.12 Licenses.** ALEC, Inc., at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.

## **5. RATES AND CHARGES**

**5.1 Non-recurring Fees.** In addition to the Application Fee referenced in Section 4, preceding, ALEC, Inc. shall remit payment of a Cable Installation Fee, Space Construction Fee, as applicable, and one-half (1/2) of the estimated Space Preparation Fee, as applicable, coincident with submission of a Bona Fide Firm Order. The outstanding balance of the actual Space Preparation Fee shall be due thirty (30) days following ALEC, Inc.'s receipt of a bill or invoice from BellSouth. Once the installation of the initial equipment arrangement is complete, a subsequent application fee may apply (as described in subsection 5.5) when ALEC, Inc. requests a modification to the arrangement.

**5.2 Documentation.** BellSouth shall provide documentation to establish the actual Space Preparation Fee. The Space Preparation Fee will be pro rated as prescribed in Section 4, preceding.

**5.3 Cable Installation.** Cable Installation Fee(s) are assessed per entrance fiber placed. No Cable Installation Fee is required for Service Interconnection.

**5.4 Space Enclosure Fees.** The Space Enclosure Construction Fee, as applicable, will be assessed for the materials and installation cost of the equipment enclosure. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specifications, the additional costs will be included in the space preparation charge. In such cases, BellSouth shall provide documentation to establish these costs separately from ALEC, Inc.'s pro-rated share of renovation or upgrade costs.

**5.5 Subsequent Application Fee.** BellSouth requires the submission of additional documentation when ALEC, Inc. desires to modify the use of the Collocation Space. ALEC, Inc. shall complete an application form including all information regarding the modification to the collocation arrangement. BellSouth shall determine what modifications, if any, to the premises are required to accommodate the change requested by ALEC, Inc. in the application. Such modifications to the premises may include but are not limited to, floor loading changes, changes

necessary to meet HVAC requirements and changes to power plant requirements. The fee paid by ALEC, Inc. for its request to modify the use of the collocation space shall be dependent upon the modification requested. Where the subsequent application does not require provisioning or construction work by BellSouth, no subsequent application fee will be assessed. The fee for an application where the modification requested has limited effect, e.g. does not require capital expenditure by BellSouth, shall not exceed \$1600.00. All other subsequent application fees shall be assessed at \$3850.00.

5.6 Floor Space. The floor space charge includes reasonable charges for lighting, heat, air conditioning, ventilation and other allocated expenses associated with maintenance of the Central Office but does not include amperage necessary to power ALEC, Inc.'s equipment. When the Collocation Space is enclosed by walls or other divider, ALEC, Inc. shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, ALEC, Inc. shall pay floor space charges based upon the number of square feet contained in a shadow print of ALEC, Inc.'s equipment racks and POT bay, plus a factor of 2.50 multiplied by the shadow print, which represents ALEC, Inc.'s share of wiring and provisioning aisle space for provisioning and maintenance activities. Floor space charges are due beginning with the date on which BellSouth releases the Collocation Space for occupancy or on the date ALEC, Inc. first occupies the Collocation Space, whichever is sooner.

5.7 Power. (1) Charges for -48V DC power will be assessed per ampere per month based upon the certified vendor engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and cable rack to ALEC, Inc.'s equipment or space enclosure. Fuses and power feed cables (A&B) must be engineered (sized), furnished and installed by ALEC, Inc.'s certified vendor. ALEC, Inc.'s certified vendor must also provide a copy of the engineering power specification prior to the Commencement Date. In the event BellSouth shall be required to construct additional DC power plant or upgrade the existing DC power plant in a central office as a result of ALEC, Inc.'s request to collocate in that central office ("Power Plant Construction"), ALEC, Inc. shall pay its pro-rata share of costs associated with the Power Plant Construction. The determination of whether Power Plant Construction is necessary shall be within BellSouth's sole, but reasonable, discretion. BellSouth shall comply with all BellCore and ANSI Standards regarding power cabling, including BellCore Network Equipment Building System (NEBS) Standard TR-EOP-000063. BellSouth will notify ALEC, Inc. of the need for the Power Plant Construction and will estimate the costs associated with the Power Plant Construction if BellSouth were to perform the Power Plant Construction. The costs of power plant construction shall be pro-rated and shared among all who benefit from that construction. ALEC, Inc. shall pay BellSouth one-half of its prorata share of the estimated Power Plant Construction costs prior to commencement of the work. ALEC, Inc. shall pay BellSouth the balance due (actual cost less one-half of the estimated cost) within thirty (30) days of completion of the Power Plant Construction. ALEC, Inc. has the option to perform the Power Plant Construction itself; provided, however, that such work shall be performed by a BellSouth certified contractor and such contractor shall comply with BellSouth's guidelines and specifications. Where the Power Plant Construction results in construction of a new power plant room, upon termination of this Agreement ALEC, Inc. shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact. Where the Power Plant Construction results in an upgrade to BellSouth's existing power plant, upon termination of this Agreement, such upgrades shall become the property of BellSouth.

5.8 Security Escort. A security escort will be required whenever ALEC, Inc. or its approved agent desires access to the entrance manhole or must traverse a restricted area within BellSouth's central office. Rates for a BellSouth security escort are assessed in one-half (1/2) hour increments according to the schedule appended hereto as Exhibit A.

5.9 Other. Payment of all other charges under this Agreement shall be due thirty (30) days after receipt of the bill (payment due date). ALEC, Inc. will pay a late payment charge of one and one-half percent (1-1/2%) assessed monthly on any balance which remains unpaid after the payment due date.

## **6. INSURANCE**

6.1 ALEC, Inc. shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Article VI and underwritten by insurance companies licensed to do business in the states applicable under this agreement and having a BEST Insurance Rating of B ++ X (B ++ ten).

6.2 ALEC, Inc. shall maintain the following specific coverage:

6.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an ADDITIONAL INSURED on ALL applicable policies as specified herein.

6.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.

6.2.3 ALEC, Inc. may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.

6.3 The limits set forth in subsection 6.2 above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days notice to ALEC, Inc. to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

6.4 All policies purchased by ALEC, Inc. shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Central Office and shall remain in effect for the term of this Agreement or until all ALEC, Inc.'s property has been removed from BellSouth's Central Office, whichever period is longer. If ALEC, Inc. fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from ALEC, Inc..

6.5 ALEC, Inc. shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. ALEC, Inc. shall arrange for BellSouth to receive thirty (30) days advance notice of cancellation from ALEC, Inc.'s insurance company. ALEC, Inc. shall forward a certificate of insurance and notice of cancellation to BellSouth at the following address:

BellSouth Telecommunications, Inc.  
Attn.: Risk Management Coordinator  
600 N. 19<sup>th</sup> Street, 18B3  
Birmingham, Alabama 35203

6.6 ALEC, Inc. must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.

6.7 Failure to comply with the provisions of this Section will be deemed a material breach of this Agreement.

## **7. MECHANICS LIENS**

7.1 If any mechanics lien or other liens shall be filed against property of either party (BellSouth or ALEC, Inc.), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other party or by reason of any changes, or additions to said property made at the request or under the direction of the other party, the other party directing or requesting those changes shall, within thirty (30) days after receipt of written notice from the party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

## **8. INSPECTIONS**

8.1 BellSouth shall conduct an inspection of ALEC, Inc.'s equipment and facilities in the Collocation Space(s) prior to the activation of facilities between ALEC, Inc.'s equipment and equipment of BellSouth. BellSouth may conduct an inspection if ALEC, Inc. adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide ALEC, Inc. with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

## **9. SECURITY.**

9.1 Only BellSouth employees, BellSouth certified vendors and authorized employees or agents of ALEC, Inc. will be permitted in the BellSouth Central Office. ALEC, Inc. shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Central Office. BellSouth may refuse entry to any person who fails to display the identification required by this section.

## **10. DESTRUCTION OF COLLOCATION SPACE.**

10.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for ALEC, Inc.'s permitted use hereunder, then either party may elect within ten (10) days after such damage, to terminate this Agreement, and if either party shall so elect, by giving the other written notice of termination, both parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for ALEC, Inc.'s permitted use, or is damaged and the option to terminate is not exercised by either party, BellSouth covenants and agrees to proceed promptly without expense to ALEC, Inc., except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. ALEC, Inc. may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a certified vendor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If ALEC, Inc.'s acceleration of the project increases the cost of the project, then those additional charges will be incurred by ALEC, Inc.. Where allowed and where practical, ALEC, Inc. may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, ALEC, Inc. shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for ALEC, Inc.'s permitted use, until such Collocation Space is fully repaired and restored and ALEC, Inc.'s equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored).

## **11. EMINENT DOMAIN**

11.1 If the whole of a Collocation Space shall be taken by any public authority under the power of eminent domain, then this Agreement shall terminate as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space shall be taken under eminent domain, BellSouth and ALEC, Inc. shall each have the right to terminate this Agreement and declare the same null and void, by written notice of such intention to the other party within ten (10) days after such taking.

## **12. NONEXCLUSIVITY**

12.1 ALEC, Inc. understands that this Agreement is not exclusive and that BellSouth may enter into similar agreements with other parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

## **13. NOTICES**

13.1 Except as otherwise provided herein, any notices or demands that are required by law or under the terms of this Agreement shall be given or made by ALEC, Inc. or BellSouth in writing and shall be given by hand delivery, or by certified or registered mail, and addressed to the parties as follows:

To BellSouth:

3535 Colonnade Parkway

Room E4E1

Birmingham, AL 35243

ATTN: OLEC Account Team

To ALEC, Inc.:

1158 Jefferson Street

Paducah, KY 42001

ATTN: Jay Campbell

13.2 Such notices shall be deemed to have been given in the case of certified or registered mail when deposited in the United States mail with postage prepaid.

## **14. INDEMNITY / LIMITATION OF LIABILITY**

14.1 ALEC, Inc. shall be liable for any damage to property, equipment or facilities or injury to person caused by the activities of ALEC, Inc., its agents or employees pursuant to, or in furtherance of, rights granted under this Agreement. ALEC, Inc. shall indemnify and hold BellSouth harmless from and against any judgments, fees, costs or other expenses resulting or claimed to result from such activities by ALEC, Inc., its agents or employees.

14.2 BellSouth shall not be liable to ALEC, Inc. for any interruption of ALEC, Inc.'s service or for interference with the operation of ALEC, Inc.'s communications facilities, or for any special, indirect, incidental or consequential damages arising in any manner, including BellSouth's negligence, out of the use of the Collocation Space(s) and ALEC, Inc. shall indemnify, defend and hold BellSouth harmless from and against any and all claims, demands, causes of action, costs and reasonable attorneys' fees with respect to such special, indirect, incidental or consequential damages.

## **15. PUBLICITY**

15.1 ALEC, Inc. agrees to submit to BellSouth all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement or mentioning or implying the tradenames, logos, trademarks or service marks (hereinafter "Marks") of BellSouth Corporation and/or any of its affiliated companies or language from which the connection of said Marks therewith may be inferred or implied, or mentioning or implying the names of any personnel of BellSouth Corporation and/or any of its affiliated companies, and ALEC, Inc. further agrees not to publish or use such advertising, sales promotions, press releases, or publicity matters without BellSouth's prior written consent.

## **16. FORCE MAJEURE**

16.1 Neither party shall be in default by reason of any failure in performance of this Agreement, in accordance with its terms and conditions, if such failure arises out of causes beyond the control of the nonperforming party including, but not restricted to, acts of God, acts of government, insurrections, fires, floods, accidents, epidemics, quarantines, restrictions, strikes, freight embargoes, inability to secure raw materials or transportation facilities, acts or omissions of carriers or any and all other causes beyond the party's control.

## **17. ASSIGNMENT**

17.1 ALEC, Inc. acknowledges that this Agreement does not convey any right, title or interest in the Central Office to ALEC, Inc.. ALEC, Inc. may not sublet its rights under this Agreement, nor shall it allow a third party to use or occupy the Collocation Space at any time or from time to time without the prior written consent, and at the sole discretion, of BellSouth. This Agreement is not assignable by either party without the prior written consent of the other party, and any attempt to assign any of the rights, duties or obligations of this Agreement without such consent is void. Notwithstanding the foregoing, either party may assign any rights, duties or obligations of this Agreement to a parent, subsidiary or affiliate without the consent of the other party.

## **18. NO IMPLIED WAIVER**

18.1 No consent or waiver by either party to or of any breach of any covenant, term, condition, provision or duty of the other party under this Agreement shall be construed as a consent to or waiver of any other breach of the same or any other covenant, term, condition, provision or duty. No such consent or waiver shall be valid unless in writing and signed by the party granting such consent or waiver.

## **19. RESOLUTION OF DISPUTES**

19.1 Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties will petition the Commission in the state where the services are provided pursuant to this Agreement for a resolution of the dispute. However, each party reserves any rights it may have to seek judicial review of any ruling made by the Public Service Commission concerning this Agreement.

## **20. SECTION HEADINGS**

20.1 The section headings used herein are for convenience only, and shall not be deemed to constitute integral provisions of this Agreement.

## **21. AUTHORITY**

21.1 Each of the parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such party has the full right, power and authority to enter into and execute this Agreement on such party's behalf and that no consent from any other person or entity is required as a condition precedent to the legal effect of this Agreement.

## **22. REVIEW OF AGREEMENT**

22.1 The parties acknowledge that each has had an opportunity to review and negotiate this Agreement and has executed this Agreement only after such review and negotiation. The Parties further agree that this Agreement shall be deemed to have been drafted by both BellSouth and ALEC, Inc. and the terms and conditions contained herein shall not be construed any more strictly against one party or the other.

## **23. FILING OF AGREEMENT**

23.1 Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of section 252 of the Act. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, said costs shall be borne by ALEC, Inc..


## **24. ENTIRE AGREEMENT**

24.1 This Agreement contains the full understanding of the Parties (superseding all prior or contemporaneous correspondence between the Parties) and shall constitute the entire agreement between BellSouth and ALEC, Inc. and may not be modified or amended other than by a written instrument signed by both parties. If any conflict arises between the terms and conditions contained in this Agreement and those contained in a filed tariff, the terms and conditions of this Agreement shall control.



IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives in one or more counterparts, each of which shall constitute an original, on the day and year first above written.

BELLSOUTH TELECOMMUNICATIONS,  
INC.

  
\_\_\_\_\_  
Authorized Signature

Jerry Hendrix  
\_\_\_\_\_  
Print or Type Name

Director  
\_\_\_\_\_  
Title

2/11/99  
\_\_\_\_\_  
Date

ALEC, Inc.

  
\_\_\_\_\_  
Authorized Signature

Jay Campbell  
\_\_\_\_\_  
Print or Type Name

PRESIDENT  
\_\_\_\_\_  
Title

1/28/99  
\_\_\_\_\_  
Date

**EXHIBIT A: BELLSOUTH/ALEC, Inc. RATES – ALABAMA  
PHYSICAL COLLOCATION**

Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
Application Fee	Per Request	NA	\$7,124.00 Disconnect Charge \$1.73
Subsequent Application Fee (Note 1)	Per Request	NA	Not to Exceed \$1600.00
Space Preparation Fee (Note 2)	Per Request	ICB	NA
Space Construction (Note 3)	Per 100 square feet/per Each Additional 50 square feet	\$136.64/\$15.85	NA
Floor Space	Per square foot	\$3.85	NA
Cable Installation	Per Cable	NA	\$2,335.00 Disconnect Charge \$54.39
Cable Support Structure	Per entrance cable	\$23.23	NA
Power	Per Amp	\$7.14	NA
Cross Connects (Note 4)			First / Additional
2-wire		\$ .28	\$30.76/\$29.40
4-wire		\$ .56	\$31.01/\$29.58
DS-1		\$2.14	\$60.81/\$41.71
DS-3		\$38.63	\$57.80/\$39.81
2-fiber		\$10.44	\$73.00/\$52.00
4-fiber		\$18.76	\$88.00/\$67.00
			Disconnect Charges
2-wire			First / Additional
4-wire			\$12.75/\$11.38
DS-1			\$12.82/\$11.39
DS-3			\$12.85/\$11.50
			\$14.93/\$11.76

**EXHIBIT A: BELLSOUTH/ALEC, Inc. RATES - ALABAMA**  
**PHYSICAL COLLOCATION (cont.)**

<b>Rate Element Description</b>	<b>Unit</b>	<b>Recurring Rate (RC)</b>	<b>Non-Recurring Rate (NRC)</b>
Security Escort			
Regular Time	Per 1/2	NA	\$43.47/\$25.82
Overtime	hour/Additional	NA	\$55.25/\$32.79
Premium Time	Half-hour	NA	\$67.03/\$39.76
Additional Engineering Fee (Note 5)	Per request, First half hour/Add'l Half hour		First /Add'l Basic Time - \$31.00/\$22.00 Overtime - \$37.00/\$26.00
Additional Security Access Cards (Note 6)	Per Card	NA	\$10.00
POT Bay			
2 Wire Cross-Connect		\$0.08	NA
4 Wire Cross-Connect		\$0.17	NA
DS1 Cross-Connect		\$0.69	NA
DS3 Cross-Connect		\$4.74	NA
2 Fiber Cross-Connect		\$25.89	NA
4 Fiber Cross-Connect		\$34.91	NA
Direct Connection (Note 7)			
Fiber/Copper or Coaxial Arrangement	Per cable, per linear foot	\$0.06/\$0.03	NA
-with Initial Application Fiber/Copper or Coaxial	Per arrangement	NA	NA
- with Subsequent to Application Fiber/Copper or Coaxial	Per arrangement	NA	\$246.00/\$246.00

**EXHIBIT A: BELLSOUTH/ALEC, Inc. RATES - ALABAMA  
PHYSICAL COLLOCATION (cont.)**

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

- (1) Subsequent Application Fee: BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Agreement, ALEC, Inc. will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) Space Preparation Fee: The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a central office, which include survey, engineering, design and modification costs for network, building and support systems. In the event ALEC, Inc. opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to ALEC, Inc. as prescribed in Article 5 of the Collocation Agreement.
- (3) Space Enclosure Construction Fee: The Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. ALEC, Inc. may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill ALEC, Inc. for the space enclosure, and this fee shall not be applicable.
- (4) Cross Connects: The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

	Disconnect Charges	
	First	Additional
2-wire	\$34.03	\$32.67
4-wire	\$34.28	\$32.85
DS-1	\$64.08	\$44.98
DS-3	\$61.07	\$43.08

- (5) Additional Engineering Fee: BellSouth's additional engineering, and other labor costs associated with handling ALEC, Inc.-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, ALEC, Inc. agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.
- (6) Additional Security Access Cards: Where Security Access card systems are utilized, two Security Access Cards will be provided initially to ALEC, Inc. upon occupancy of collocation space.
- (7) Direct Connection. As stated in Article 1.2 of the Collocation Agreement, ALEC, Inc. may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the direct connection, construction charges will be applied on an

individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the direct connection requested, the recurring charges as stated in this Exhibit A shall apply.

**EXHIBIT A: BELL SOUTH/ALEC, Inc. RATES - FLORIDA**  
**PHYSICAL COLLOCATION**

Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
Application Fee	Per Request	\$15.53	\$3,248.00
Subsequent Application Fee (Note 1)	Per Request	NA	Not to Exceed \$1600.00
Space Preparation Fee (Note 2)	Per Request	NA	ICB
Space Construction (Note 3)			
Wire Cage	Per first 100 sq. Ft.	\$41.99	NA
Gypsum Board Cage	Per first 100 sq. Ft.	\$84.10	NA
Fire Rated Cage	Per first 100 sq. Ft.	\$99.73	NA
Wire Cage	Per add'l 50 sq. Ft.	\$4.14	NA
Gypsum Board Cage	Per add'l 50 sq. Ft.	\$9.35	NA
Fire Rated Cage	Per add'l 50 sq. Ft.	\$11.30	NA
Floor Space	Per sq. Ft.	\$4.25	NA
Cable Installation	Per Cable	\$2.77	\$1,056.00
Cable Support Structure		\$22.94	NA
Power	Per Amp	\$6.95	NA
Cross Connects			
2-wire	Per 100 Circuits	\$5.24	\$1,157.00
4-wire	Per 100 Circuits	\$5.24	\$1,157.00
DS-1/DCS	Per 28 Circuits	\$226.39	\$1,950.00
DS-1/DSX	Per 28 Circuits	\$11.51	\$1,950.00
DS-3/DCS	Per Circuit	\$56.97	\$528.00
DS-3/DSX	Per Circuit	\$10.06	\$528.00
Optical Circuits	Per Circuit	\$6.46	\$2,431.00
Security Escort			
Regular Time	Per ¼ hour	NA	\$10.89
Overtime	Per ¼ hour	NA	\$13.64
Premium Time	Per ¼ hour	NA	\$16.40

12/14/98

**EXHIBIT A: BELL SOUTH/ALEC, Inc. RATES - FLORIDA**  
**PHYSICAL COLLOCATION (cont.)**

Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
Additional Engineering Fee (Note 4)	Per request, First half hour/Add'l half hour		First /Add'l Basic Time - \$31.00/\$22.00 Overtime - \$37.00/\$26.00
Security Access Cards	Per Request (5 Cards)	NA	\$85.12
POT Bay (Note 5)		NA	NA
Direct Connection (Note 6) Fiber/Copper or Coaxial Arrangement	Per cable, per linear foot	\$0.06/\$0.03	NA
-with Initial Application Fiber/Copper or Coaxial	Per arrangement	NA	NA
- with Subsequent to Application Fiber/Copper or Coaxial	Per arrangement	NA	\$246.00/\$246.00

**Note(s):**

N/A refers to rate elements which do not have a negotiated rate.

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Agreement, ALEC, Inc. will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers costs associated with the shared physical collocation area within a central office, which include survey, engineering, design and modification costs for network, building and support systems. BellSouth will pro rate the total shared space preparation costs among the collocators at each location based on the amount of square footage occupied by each collocator. This charge may vary depending on the location and type of arrangement requested.
- (3) **Space Enclosure Construction Fee:** The Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with

the first 100 square feet and must be requested in fifty (50) square foot increments. ALEC, Inc. may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill ALEC, Inc. for the space enclosure, and this fee shall not be applicable.

- (4) Additional Engineering Fee: BellSouth's additional engineering, and other labor costs associated with handling ALEC, Inc.-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, ALEC, Inc. agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.
- (5) POT Bays: BellSouth's Florida specific rates were established in the Florida Public Service Commission Docket No. 960833. The Commission did not set permanent rates for POT Bays, given the assumption by the parties to the Proceeding that they will always provide their own POT Bays. It will be necessary for ALEC, Inc. to provide its own POT Bays per BellSouth specifications and provide the necessary information from which BellSouth can inventory.
- (6) Direct Connection. As stated in Article 1.2 of the Collocation Agreement, ALEC, Inc. may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the direct connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the direct connection requested, the recurring charges as stated in this Exhibit A shall apply.



**EXHIBIT A: BELLSOUTH/ALEC, Inc. RATES - GEORGIA  
PHYSICAL COLLOCATION**

Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
Application Fee	Per Request	NA	\$3,850.00
Subsequent Application Fee (Note 1)	Per Request	NA	Not to Exceed \$1600.00
Space Preparation Fee (Note 2)	Per square foot	NA	\$100.00
Space Construction (Note 3)	Per square foot	NA	\$45.00
Floor Space Zone A	Per square foot	\$7.50	NA
Zone B	Per square foot	\$6.75	NA
Cable Installation	Per Cable	NA	\$2,750.00
Cable Support Structure	Per entrance cable	\$13.35	NA
Power	Per Amp	\$5.00	NA
Cross Connects			First / Additional
2-wire		\$ .30	\$12.60/\$12.60
4-wire		\$ .50	\$12.60/\$12.60
DS-1		\$8.00	\$155.00/\$27.00
DS-3		\$72.00	\$155.00/\$27.00
2-fiber		\$10.29	\$73.00/\$52.00
4-fiber		\$18.50	\$88.00/\$67.00
Security Escort			
Regular Time	Per 1/2 hour	NA	\$41.00/\$25.00
Overtime	Additional	NA	\$48.00/\$30.00
Premium Time	Half-hour	NA	\$55.00/\$35.00
Additional Engineering Fee (Note 4)	Per request, First half hour/Add'l Half hour		First /Add'l Basic Time - \$31.00/\$22.00 Overtime - \$37.00/\$26.00
Additional Security Access Cards (Note 5)	Per Card	NA	\$10.00

**EXHIBIT A: BELLSOUTH/ALEC, Inc. RATES - GEORGIA  
PHYSICAL COLLOCATION (cont.)**

Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
POT Bay			
2 Wire Cross-Connect		\$0.40	NA
4 Wire Cross-Connect		\$1.20	NA
DS1 Cross-Connect		\$1.20	NA
DS3 Cross-Connect		\$8.00	NA
2 Fiber Cross-Connect		\$25.53	NA
4 Fiber Cross-Connect		\$34.43	NA
Direct Connection (Note 6) Fiber/Copper or Coaxial Arrangement	Per cable, per linear foot	\$0.06/\$0.03	NA
-with Initial Application Fiber/Copper or Coaxial	Per arrangement	NA	NA
- with Subsequent to Application Fiber/Copper or Coaxial	Per arrangement	NA	\$246.00/\$246.00

**Note(s):**

N/A refers to rate elements which do not have a negotiated rate.

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Agreement, ALEC, Inc. will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers a portion of costs associated with the shared physical collocation area within a central office, which include survey, engineering, design and modification costs for network, building and support systems. This is a set fee of \$100 per square foot as established by the Georgia Public Service Commission Order in Docket No. 7061-U. In the event ALEC, Inc. opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to ALEC, Inc. as prescribed in Article 5 of the Collocation Agreement.
- (3) **Space Enclosure Construction Fee:** The Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. ALEC, Inc. may, at its option, arrange with a BellSouth certified

contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill ALEC, Inc. for the space enclosure, and this fee shall not be applicable.

- (4) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling ALEC, Inc.-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, ALEC, Inc. agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.
- (5) **Additional Security Access Cards:** Where Security Access card systems are utilized, two Security Access Cards will be provided initially to ALEC, Inc. upon occupancy of collocation space.
- (6) **Direct Connection.** As stated in Article 1.2 of the Collocation Agreement, ALEC, Inc. may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the direct connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the direct connection requested, the recurring charges as stated in this Exhibit A shall apply.

**EXHIBIT A: BELLSOUTH/ALEC, Inc. RATES - KENTUCKY  
PHYSICAL COLLOCATION**

Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
Application Fee	Per Request	NA	\$9,926.72
Subsequent Application Fee (Note 1)	Per Request	NA	Not to Exceed \$1600.00
Space Preparation Fee (Note 2)	Per Request	NA	ICB
Space Construction (Note 3)	Per 100 square feet/per Each Additional 50 square feet	NA	\$9,985.50/\$1,092.21
Floor Space Zone A Zone B	Per square foot Per square foot	\$5.00 \$5.00	NA NA
Cable Installation	Per Cable	NA	\$2,327.08
Cable Support Structure	Per entrance cable	\$24.23	NA
Power	Per Amp	\$7.68	NA
Cross Connects 2-wire 4-wire DS-1 DS-3 2-fiber 4-fiber		\$ .31 \$ .62 \$1.92 \$39.94 \$13.28 \$23.87	First / Additional \$54.21/\$51.07 \$54.23/\$50.96 \$99.23/\$69.15 \$97.48/\$66.90 \$73.00/\$52.00 \$88.00/\$67.00
Security Escort Regular Time Overtime Premium Time	Per 1/2 hour/Additional Half-hour	NA NA NA	\$56.09/\$31.99 \$67.75/\$39.00 \$79.41/\$46.01
Additional Engineering Fee (Note 4)	Per request, First half hour/Add'l Half hour		First /Add'l Basic Time - \$31.00/\$22.00 Overtime - \$37.00/\$26.00
Additional Security Access Cards (Note 5)	Per Card	NA	\$10.00

**EXHIBIT A: BELLSOUTH/ALEC, Inc. RATES - KENTUCKY  
PHYSICAL COLLOCATION (cont.)**

Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
POT Bay			
2 Wire Cross-Connect		\$0.06	NA
4 Wire Cross-Connect		\$0.15	NA
DS1 Cross-Connect		\$0.58	NA
DS3 Cross-Connect		\$4.51	NA
2 Fiber Cross-Connect		\$32.94	NA
2 Fiber Cross-Connect		\$44.42	NA
Direct Connection (Note 6) Fiber/Copper or Coaxial Arrangement	Per cable, per linear foot	\$0.06/\$0.03	NA
-with Initial Application Fiber/Copper or Coaxial	Per arrangement	NA	NA
- with Subsequent to Application Fiber/Copper or Coaxial	Per arrangement	NA	\$246.00/\$246.00

**Note(s):**

N/A refers to rate elements which do not have a negotiated rate.

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Agreement, ALEC, Inc. will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a central office, which include survey, engineering, design and modification costs for network, building and support systems. In the event ALEC, Inc. opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to ALEC, Inc. as prescribed in Article 5 of the Collocation Agreement.
- (3) **Space Enclosure Construction Fee:** The Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. ALEC, Inc. may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and

specifications. In this event, the contractor shall directly bill ALEC, Inc. for the space enclosure, and this fee shall not be applicable.

- (4) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling ALEC, Inc.-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, ALEC, Inc. agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.
- (5) **Additional Security Access Cards:** Where Security Access card systems are utilized, two Security Access Cards will be provided initially to ALEC, Inc. upon occupancy of collocation space.
- (6) **Direct Connection.** As stated in Article 1.2 of the Collocation Agreement, ALEC, Inc. may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the direct connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the direct connection requested, the recurring charges as stated in this Exhibit A shall apply.

**EXHIBIT A: BELLSOUTH/ALEC, Inc. RATES – LOUISIANA  
PHYSICAL COLLOCATION**

Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
Application Fee	Per Request	NA	\$4,910.00
Subsequent Application Fee (Note 1)	Per Request	NA	Not to Exceed \$1600.00
Space Preparation Fee (Note 2)	Per Request	ICB	NA
Space Construction (Note 3)	Per 100 square feet/per Each Additional 50 square feet	\$136.63/\$15.85	NA
Floor Space	Per square foot	\$4.01	NA
Cable Installation	Per Cable	NA	\$1,706.00 Disconnect Charge \$36.00
Cable Support Structure	Per entrance cable	\$24.05	NA
Power	Per Amp	\$7.15	NA
Cross Connects (Note 4)			First / Additional
2-wire		\$ .26	\$23.04/\$22.11
4-wire		\$ .52	\$23.23/\$22.24
DS-1		\$2.03	\$43.61/\$30.60
DS-3		\$36.27	\$41.46/\$29.20
2-fiber		\$10.20	\$73.00/\$52.00
4-fiber		\$18.34	\$88.00/\$67.00
			Disconnect Charges
2-wire			First / Additional \$9.48/\$8.54
4-wire			\$9.53/\$8.55
DS-1			\$9.56/\$8.63
DS-3			\$11.06/\$8.86

**EXHIBIT A: BELLSOUTH/ALEC, Inc. RATES - LOUISIANA  
PHYSICAL COLLOCATION (cont.)**

Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
Security Escort			
Regular Time	Per 1/2	NA	\$32.35/\$19.95
Overtime	hour/Additional	NA	\$40.50/\$25.00
Premium Time	Half-hour	NA	\$48.66/\$30.05
Additional Engineering Fee (Note 5)	Per request, First half hour/Add'l Half hour		First /Add'l Basic Time - \$31.00/\$22.00 Overtime - \$37.00/\$26.00
Additional Security Access Cards (Note 6)	Per Card	NA	\$10.00
POT Bay			
2 Wire Cross-Connect		\$0.0776	NA
4 Wire Cross-Connect		\$0.1552	NA
DS1 Cross-Connect		\$0.6406	NA
DS3 Cross-Connect		\$4.75	NA
2 Fiber Cross-Connect		\$25.30	NA
2 Fiber Cross-Connect		\$34.12	NA
Direct Connection (Note 7)			
Fiber/Copper or Coaxial Arrangement	Per cable, per linear foot	\$0.06/\$0.03	NA
-with Initial Application Fiber/Copper or Coaxial	Per arrangement	NA	NA
- with Subsequent to Application Fiber/Copper or Coaxial	Per arrangement	NA	\$246.00/\$246.00



**EXHIBIT A: BELLSOUTH/ALEC, Inc. RATES - LOUISIANA  
PHYSICAL COLLOCATION (cont.)**

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Agreement, ALEC, Inc. will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a central office, which include survey, engineering, design and modification costs for network, building and support systems. In the event ALEC, Inc. opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to ALEC, Inc. as prescribed in Article 5 of the Collocation Agreement.
- (3) **Space Enclosure Construction Fee:** The Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. ALEC, Inc. may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill ALEC, Inc. for the space enclosure, and this fee shall not be applicable.
- (4) **Cross Connects:** The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

	Disconnect Charges	
	First	Additional
2-wire	\$24.92	\$23.99
4-wire	\$25.11	\$24.12
DS-1	\$45.49	\$32.48
DS-3	\$43.34	\$31.08

- (5) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling ALEC, Inc.-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, ALEC, Inc. agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.
- (6) **Additional Security Access Cards:** Where Security Access card systems are utilized, two Security Access Cards will be provided initially to ALEC, Inc. upon occupancy of collocation space.
- (7) **Direct Connection.** As stated in Article 1.2 of the Collocation Agreement, ALEC, Inc. may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the direct connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the direct connection requested, the recurring charges as stated in this Exhibit A shall apply.

**EXHIBIT A: BELLSOUTH/ALEC, Inc. RATES – MISSISSIPPI  
PHYSICAL COLLOCATION**

Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
Application Fee	Per Request	NA	\$6,993.00 Disconnect Charge \$1.70
Subsequent Application Fee (Note 1)	Per Request	NA	Not to Exceed \$1600.00
Space Preparation Fee (Note 2)	Per Request	ICB	NA
Space Construction (Note 3)	Per 100 square feet/per Each Additional 50 square feet	\$132.65/\$15.39	NA
Floor Space Zone A	Per square foot	\$3.45	Disconnect Charge \$53.24
Cable Installation	Per Cable	NA	\$2,419.00
Cable Support Structure	Per entrance cable	\$22.90	NA
Power	Per Amp	\$6.93	NA
Cross Connects (Note 4)			First / Additional
2-wire		\$.3996	\$30.93/\$29.59
4-wire		\$.7992	\$31.17/\$29.77
DS-1		\$2.90	\$60.42/\$41.68
DS-3		\$53.31	\$57.45/\$39.81
2-fiber		\$15.82	\$73.00/\$52.00
4-fiber		\$28.43	\$88.00/\$67.00
			Disconnect Charges
2-wire			First / Additional
4-wire			\$12.76/\$11.43
DS-1			\$12.83/\$11.43
DS-3			\$12.87/\$11.54
			\$14.92/\$11.80

**EXHIBIT A: BELLSOUTH/ALEC, Inc. RATES - MISSISSIPPI  
PHYSICAL COLLOCATION (cont.)**

Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
Security Escort Regular Time Overtime Premium Time	Per 1/2 hour/Additional Half-hour	NA NA NA	\$42.87/\$25.54 \$54.43/\$32.41 \$65.99/\$39.28
Additional Engineering Fee (Note 5)	Per request, First half hour/Add'l Half hour		First /Add'l Basic Time - \$31.00/\$22.00 Overtime - \$37.00/\$26.00
Additional Security Access Cards (Note 6)	Per Card	NA	\$10.00
POT Bay 2 Wire Cross-Connect 4 Wire Cross-Connect DS1 Cross-Connect DS3 Cross-Connect 2 Fiber Cross-Connect 4 Fiber Cross-Connect		\$0.1195 \$0.2389 \$0.9862 \$5.81 \$39.23 \$52.91	NA NA NA NA NA NA
Direct Connection (Note 7) Fiber/Copper or Coaxial Arrangement	Per cable, per linear foot	\$0.06/\$0.03	NA
-with Initial Application Fiber/Copper or Coaxial	Per arrangement	NA	NA
- with Subsequent to Application Fiber/Copper or Coaxial	Per arrangement	NA	\$246.00/\$246.00

# **EXHIBIT A: BELLSOUTH/ALEC, Inc. RATES - MISSISSIPPI PHYSICAL COLLOCATION (cont.)**

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

- (1) Subsequent Application Fee: BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Agreement, ALEC, Inc. will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) Space Preparation Fee: The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a central office, which include survey, engineering, design and modification costs for network, building and support systems. In the event ALEC, Inc. opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to ALEC, Inc. as prescribed in Article 5 of the Collocation Agreement.
- (3) Space Enclosure Construction Fee: The Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. ALEC, Inc. may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill ALEC, Inc. for the space enclosure, and this fee shall not be applicable.
- (4) Cross Connects: The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

	First / Additional	Disconnect Charges First / Additional
2-wire	\$33.58/\$32.24	\$14.27/\$12.94
4-wire	\$33.82/\$32.42	\$14.34/\$12.94
DS-1	\$63.07/\$44.33	\$14.38/\$13.05
DS-3	\$60.10/\$42.46	\$16.43/\$13.31

- (5) Additional Engineering Fee: BellSouth's additional engineering, and other labor costs associated with handling ALEC, Inc.-requested modifications to requests in progress or augmentations for existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, ALEC, Inc. agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.
- (6) Additional Security Access Cards: Where Security Access card systems are utilized, two Security Access Cards will be provided initially to ALEC, Inc. upon occupancy of collocation space.
- (7) Direct Connection. As stated in Article 1.2 of the Collocation Agreement, ALEC, Inc. may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the direct connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the direct connection requested, the recurring charges as stated in this Exhibit A shall apply.

**EXHIBIT A: BELLSOUTH/ALEC, Inc. RATES – SOUTH CAROLINA  
PHYSICAL COLLOCATION**

Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
Application Fee	Per Request	NA	\$4,850.00
Subsequent Application Fee (Note 1)	Per Request	NA	Not to Exceed \$1600.00
Space Preparation Fee (Note 2)	Per Request	NA	ICB
Space Construction (Note 3)	Per 100 square feet/per Each Additional 50 square feet	\$144.80/\$16.80	NA
Floor Space	Per square foot	\$3.90	NA
Cable Installation	Per Cable	NA	\$2,217.00
Cable Support Structure	Per entrance cable	\$24.55	NA
Power	Per Amp	\$7.09	NA
Cross Connects (Note 4)			First / Additional
2-wire		\$ .3648	\$41.50/\$38.94
4-wire		\$ .7297	\$41.56/\$38.90
DS-1		\$2.70	\$70.79/\$50.78
DS-3		\$49.24	\$69.60/\$49.14
2-fiber		\$13.75	\$73.00/\$52.00
4-fiber		\$24.71	\$88.00/\$67.00
Security Escort			
Regular Time	Per 1/2 hour/Additional	NA	\$43.00/\$25.57
Overtime	hour/Additional	NA	\$54.62/\$32.46
Premium Time	Half-hour	NA	\$66.24/\$39.35
Additional Engineering Fee (Note 5)	Per request, First half hour/Add'l Half hour		First /Add'l Basic Time - \$31.00/\$22.00 Overtime - \$37.00/\$26.00
Additional Security Access Cards (Note 6)	Per Card	NA	\$10.00

**EXHIBIT A: BELLSOUTH/ALEC, Inc. RATES – SOUTH CAROLINA  
PHYSICAL COLLOCATION (cont.)**

Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
POT Bay			
2 Wire Cross-Connect		\$ .1091	NA
4 Wire Cross-Connect		\$ .2181	NA
DS1 Cross-Connect		\$ .9004	NA
DS3 Cross-Connect		\$ 5.64	NA
2 Fiber Cross-Connect		\$ 34.09	NA
4 Fiber Cross-Connect		\$ 45.97	NA
Direct Connection (Note 7) Fiber/Copper or Coaxial Arrangement	Per cable, per linear foot	\$0.06/\$0.03	NA
-with Initial Application Fiber/Copper or Coaxial	Per arrangement	NA	NA
- with Subsequent to Application Fiber/Copper or Coaxial	Per arrangement	NA	\$246.00/\$246.00

**Note(s):**

N/A refers to rate elements which do not have a negotiated rate.

- (1) Subsequent Application Fee: BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Agreement, ALEC, Inc. will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) Space Preparation Fee: The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a central office, which include survey, engineering, design and modification costs for network, building and support systems. In the event ALEC, Inc. opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to ALEC, Inc. as prescribed in Article 5 of the Collocation Agreement.
- (3) Space Enclosure Construction Fee: The Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. ALEC, Inc. may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and

specifications. In this event, the contractor shall directly bill ALEC, Inc. for the space enclosure, and this fee shall not be applicable.

- (4) Cross Connects: The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

	<u>First / Additional</u>
2-wire	\$46.66/\$44.10
4-wire	\$46.68/\$44.02
DS-1	\$75.88/\$55.87
DS-3	\$74.69/\$54.23

- (5) Additional Engineering Fee: BellSouth's additional engineering, and other labor costs associated with handling ALEC, Inc.-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, ALEC, Inc. agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.
- (6) Additional Security Access Cards: Where Security Access card systems are utilized, two Security Access Cards will be provided initially to ALEC, Inc. upon occupancy of collocation space.
- (7) Direct Connection. As stated in Article 1.2 of the Collocation Agreement, ALEC, Inc. may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the direct connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the direct connection requested, the recurring charges as stated in this Exhibit A shall apply.

## EXHIBIT A

## Schedule of Rates and Charges

<u>Rate Element Description</u>		<u>Type of Charge</u>	<u>Charge</u>
Application Fee		NRC (per Arrangement, per C.O.)	\$3,850.00
Subsequent Application Fee (Note 1)		NRC (per Arrangement, per C.O.)	ICB
No greater than \$1,600.00			
Space Preparation Fee (Note 2)		NRC (per Arrangement, per C.O.)	ICB
Space Enclosure Construction Fee (Note 3)		NRC (per Arrangement, per C.O.)	\$4,500.00
Additional Engineering Fee (Note 4)		NRC	ICB
Cable Installation		NRC (per entrance cable)	\$2,750.00
Floor Space		RC (per square foot)	\$7.50
Power		RC (per amp)	\$5.00
Cable Support structure		RC (per entrance cable)	\$13.35
Cross-Connects	2-wire	RC (per cross-connect)	\$0.30
	4-wire	RC (per cross-connect)	\$0.50
	DS1	RC (per cross-connect)	\$8.00
	DS3	RC (per cross-connect)	\$72.00
	2-fiber	RC (per cross-connect)	\$15.90
	4-fiber	RC (per cross-connect)	\$28.50
	2-wire	NRC (first cross-connect)	\$19.20
	4-wire	NRC (first cross-connect)	\$19.20
	DS1	NRC (first cross-connect)	\$155.00
	DS3	NRC (first cross-connect)	\$155.00
	2-fiber	NRC (first cross-connect)	\$73.00
	4-fiber	NRC (first cross-connect)	\$88.00
	2-wire	NRC (each additional cross-connect)	\$19.20
	4-wire	NRC (each additional cross-connect)	\$19.20
	DS1	NRC (each additional cross-connect)	\$27.00
	DS3	NRC (each additional cross-connect)	\$27.00
	2-fiber	NRC (each additional cross-connect)	\$52.00
	4-fiber	NRC (each additional cross-connect)	\$67.00
POT Bay	2-wire	RC (per cross-connect)	\$0.40
	4-wire	RC (per cross-connect)	\$1.20
	DS1	RC (per cross-connect)	\$1.20
	DS3	RC (per cross-connect)	\$8.00
	2-fiber	RC (per cross-connect)	\$39.30
	4-fiber	RC (per cross-connect)	\$53.00
Additional Security Access Cards (Note 5)		NRC-ICB (each)	\$10.00

12/14/98



## Schedule of Rates and Charges (cont.)

<u>Rate Element Description</u>	<u>Type of Charge</u>	<u>Charge</u>
Direct Connection (Note 6)	NRC	ICB
(1) Fiber Arrangement	RC (per cable, per linear foot)	\$0.06
-with Initial Application	NRC (per Arrangement)	n/a
-Subsequent to Application	NRC (per Arrangement)	\$246.00
(2) Copper or Coaxial Arrangement	RC (per cable, per linear foot)	\$0.03
-with Initial Application	NRC (per Arrangement)	n/a
-Subsequent to Application	NRC (per Arrangement)	\$246.00
Security Escort		
Basic - first half hour	NRC-ICB	\$41.00
Overtime - first half hour	NRC-ICB	\$48.00
Premium - first half hour	NRC-ICB	\$55.00
Basic - additional half hour	NRC-ICB	\$25.00
Overtime - additional half hour	NRC-ICB	\$30.00
Premium - additional half hour	NRC-ICB	\$35.00

Notes

NRC: Non-recurring Charge - one-time charge  
 RC: Recurring Charge - charged monthly  
 ICB: Individual Case Basis - one-time charge

- (1) Subsequent Application Fee. BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation.
- (2) Space Preparation Fee. The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a central office, which include survey, engineering, design and modification costs for network, building and support systems. In the event ALEC, Inc. opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to ALEC, Inc. as prescribed in Article 5 of the Collocation Agreement.

## Schedule of Rates and Charges (cont.)

### Notes (cont.)

- (3) **Space Enclosure Construction Fee.** The Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. ALEC, Inc. may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill ALEC, Inc. for the space enclosure, and this fee shall not be applicable.
- (4) **Additional Engineering Fee.** BellSouth's additional engineering, and other labor costs associated with handling ALEC, Inc. requested modifications to requests in progress for Physical Collocation Arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, ALEC, Inc. agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.
- (5) **Additional Security Access Cards:** Where Security Access card systems are utilized, two Security Access Cards will be provided initially to ALEC, Inc. upon occupancy of collocation space.
- (6) **Direct Connection** As stated in Article 1.2 of the Collocation Agreement, ALEC, Inc. may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the direct connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the direct connection requested, the recurring charges as stated in this Exhibit A shall apply.

## ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

### 1. GENERAL PRINCIPLES

1.1 Compliance with Applicable Law. BellSouth and ALEC, Inc. agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this agreement.

1.2 Notice. BellSouth and ALEC, Inc. shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each party is required to provide specific notice for known potential Imminent Danger conditions. ALEC, Inc. should contact 1-800-743-6737 for BellSouth MSDS sheets.

1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for ALEC, Inc. to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. ALEC, Inc. will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLEC when operating in the BellSouth Premises.

1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the ALEC, Inc. space with proper notification. BellSouth reserves the right to stop any ALEC, Inc. work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.

1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by ALEC, Inc. are owned by ALEC, Inc.. ALEC, Inc. will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by ALEC, Inc. or different hazardous materials used by ALEC, Inc. at BellSouth Facility. ALEC, Inc. must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.

1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by ALEC, Inc. to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and ALEC, Inc. will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and ALEC, Inc. will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, ALEC, Inc. must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.

1.8 Environmental and Safety Indemnification. BellSouth and ALEC, Inc. shall indemnify, defend and hold harmless the other party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying party, its agents, contractors, or employees concerning its operations at the Facility.

## **2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES**

When performing functions that fall under the following Environmental categories on BellSouth's premises, ALEC, Inc. agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. ALEC, Inc. further agrees to cooperate with BellSouth to ensure that ALEC, Inc.'s employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by ALEC, Inc., its employees, agents and/or subcontractors.

The most current version of reference documentation must be requested from BellSouth.

2. Categories for Consideration of Environmental Issues (cont.)

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Pollution liability insurance  EVET approval of contractor	Std T&C 450 GU-BTEN-001BT, Chapter 4 Std T&C 660-3 GU-BTEN-001BT, Chapter 10
Emergency response	Hazmat/waste release/spill firesafety emergency	GU-BTEN-001BT, Chapter Building Emergency Operations Plan (EOP) (specific to central office)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Performance of services in accordance with BST's environmental M&Ps  Insurance	Std T&C 450 Std T&C 450-B (Contact E/S or your DEC/LDEC for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Pollution liability insurance  EVET approval of contractor	Std T&C 450 GU-BTEN-001BT, Chapter 4 Std T&C 660-3 GU-BTEN-001BT, Chapter 10
Maintenance/operations work which may produce a waste	Protection of BST employees and equipment	Std T&C 450 GU-BTEN-001BT, Chapter 10

Other maintenance work		29CFR 1910.147 29CFR 1910 Subpart O
Janitorial services	<p>All waste removal and disposal must conform to all applicable federal, state and local regulations</p> <p>All HazMat &amp; Waste Asbestos notification protection of BST employees and equipment</p>	<p>P&amp;SM Manager - Procurement</p> <p>GU-BTEN-001BT, Chapter 4,</p> <p>GU-BTEN-001BT, Chapter 3</p> <p>BSP 010-170-001BS (Hazcom)</p>
Manhole cleaning	<p>Pollution liability insurance</p> <p>Manhole entry requirements</p> <p>EVET approval of contractor</p>	<p>Std T&amp;C 450</p> <p>Std T&amp;C 660-3</p> <p>BSP 620-145-011PR</p> <p>Issue A, August 1996</p> <p>GU-BTEN-001BT, Chapter 10</p> <p>RL9706008BT</p>
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3

### 3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

### 4. ACRONYMS

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

EVET - Environmental Vendor Evaluation Team

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

NESC - National Electrical Safety Codes

## **AGREEMENT**

**THIS AGREEMENT** is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and ALEC, Inc., a Kentucky corporation and shall be deemed effective as of June 15, 1997. This agreement may refer to either BellSouth or ALEC, Inc. or both as a "party" or "parties."

## **WITNESSETH**

**WHEREAS**, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

**WHEREAS**, ALEC, Inc. is an alternative local exchange telecommunications company ("ALEC") authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

**WHEREAS**, the parties wish to interconnect their facilities, purchase unbundled elements, and exchange traffic specifically for the purposes of fulfilling their obligations pursuant to sections 251, 252 and 271 of the Telecommunications Act of 1996; and

**NOW THEREFORE**, in consideration of the mutual agreements contained herein, BellSouth and ALEC, Inc. agree as follows:

### **I. Definitions**

**A. Affiliate** is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than 10 percent.

**B. Commission** is defined as the appropriate regulatory agency in each of BellSouth's nine state region, Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

**C. Intermediary function** is defined as the delivery of local traffic from a local exchange carrier other than BellSouth; an ALEC other than ALEC, Inc.; another telecommunications company such as a wireless telecommunications provider through the network of BellSouth or ALEC, Inc. to an end user of BellSouth or ALEC, Inc..



**D. Local Traffic** is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service ("EAS") exchange. The terms Exchange, and EAS exchanges are defined and specified in Section A3. of BellSouth's General Subscriber Service Tariff.

**E. Local Interconnection** is defined as 1) the delivery of local traffic to be terminated on each party's local network so that end users of either party have the ability to reach end users of the other party without the use of any access code or substantial delay in the processing of the call; 2) the LEC unbundled network features, functions, and capabilities set forth in this Agreement; and 3) Service Provider Number Portability sometimes referred to as temporary telephone number portability to be implemented pursuant to the terms of this Agreement.

**F. Percent of Interstate Usage (PIU)** is defined as a factor to be applied to terminating access services minutes of use to obtain those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate "nonintermediary" minutes of use, including interstate minutes of use that are forwarded due to service provider number portability less any interstate minutes of use for Terminating Party Pays services, such as 800 Services. The denominator includes all "nonintermediary", local, interstate, intrastate, toll and access minutes of use adjusted for service provider number portability less all minutes attributable to terminating party pays services.

**G. Percent Local Usage (PLU)** is defined as a factor to be applied to intrastate terminating minutes of use. The numerator shall include all "nonintermediary" local minutes of use adjusted for those minutes of use that only apply local due to Service Provider Number Portability. The denominator is the total intrastate minutes of use including local, intrastate toll, and access, adjusted for Service Provider Number Portability less intrastate terminating party pays minutes of use.

**H. Telecommunications Act of 1996 ("Act")** means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47, U.S.C. Section 1 et. seq.).

**I. Multiple Exchange Carrier Access Billing ("MECAB")** means the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS") and by BellCore as Special Report SR-BDS-000983, Containing the recommended guidelines for the billing of Exchange Service access provided by two or more LECs and/or ALECs or by one LEC in two or more states within a single LATA.

## **II. Purpose**

The parties agree that the rates, terms and conditions contained within this Agreement, including all Attachments, comply and conform with each parties' obligations under sections 251, 252 and 271 of the Act. The access and interconnection obligations contained herein enable ALEC, Inc. to provide competing telephone exchange service to residential and business subscribers within the territory of BellSouth. The parties agree that ALEC, Inc. will not be considered to have any state within BellSouth's region until such time as it has ordered interconnection facilities for the purposes of providing business and/or residential local exchange service to customers. At that time, this Agreement may be amended to include the other state or states. The term of this Agreement shall remain as set forth in Section III(A) even for any such additional states. To the extent the items in 47 U.S.C. § 271(c)(2)(B) are contained within this Agreement, the parties agree that with the execution of this Agreement, BellSouth has met the requirements of 47 U.S.C. § 271(c)(2)(B).

### **III. Term of the Agreement**

**A.** The term of this Agreement shall be two years, beginning June 15, 1997.

**B.** The parties agree that by no later than June 15, 1998, they shall commence negotiations with regard to the terms, conditions and prices of local interconnection to be effective beginning June 15, 1999.

**C.** If, within 135 days of commencing the negotiation referred to in Section II (B) above, the parties are unable to satisfactorily negotiate new local interconnection terms, conditions and prices, either party may petition the Commission to establish appropriate local interconnection arrangements pursuant to 47 U.S.C. 252. The parties agree that, in such event, they shall encourage the Commission to issue its order regarding the appropriate local interconnection arrangements no later than March 15, 1997. The parties further agree that in the event the Commission does not issue its order prior to June 15, 1999 or if the parties continue beyond June 15, 1999 to negotiate the local interconnection arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the parties, will be effective retroactive to June 15, 1999. Until the revised local interconnection arrangements become effective, the parties shall continue to exchange traffic pursuant to the terms and conditions of this Agreement.

### **IV. Local Interconnection (47 U.S.C. §251(c)(2), §252(d)(1),(2), §271(c)(2)(B)(i))**

**A.** The parties intend that the interconnection of their equipment, facilities and networks pursuant to this section complies with the requirements of sections 251, 252 and 271 of the Act.

**B.** The delivery of local traffic between the parties shall be reciprocal and compensation will be mutual according to the provisions of this Agreement. The parties agree that the exchange of traffic on BellSouth's EAS routes shall be considered as local traffic and compensation for the termination of such traffic shall be pursuant to the terms of this section. EAS routes are those exchanges within an exchange's Basic Local Calling Area, as defined in Section A3 of BellSouth's General Subscriber Services Tariff.

**C.** Each party will pay the other for terminating its local traffic on the other's network the local interconnection rates as set forth in Attachment B-1, by this reference incorporated herein. The charges for local interconnection are to be billed monthly and payable quarterly after appropriate adjustments pursuant to this Agreement are made.

**D.** Each party will report to the other a Percentage Local Usage ("PLU") and the application of the PLU will determine the amount of local minutes to be billed to the other party. Until such time as actual usage data is available or at the expiration of the first year after the execution of this Agreement, the parties agree to utilize a mutually acceptable surrogate for the PLU factor. For purposes of developing the PLU, each party shall consider every local call and every long distance call. Effective on the first of January, April, July and October of each year, the parties shall update their PLU.

**E.** The parties agree that there are three appropriate methods of interconnecting facilities: (1) virtual collocation where physical collocation is not practical for technical reasons or because of space limitations; (2) physical collocation; and (3) interconnection via purchase of facilities from either party by the other party. Rates and charges for collocation are set forth in Attachment C-13, incorporated herein by this reference. Facilities may be purchased at rates, terms and conditions set forth in BellSouth's intrastate Switched Access (Section E6) or Special Access (Section E7) services tariff or as contained in Attachment B-1 for local interconnection, incorporated herein by this reference.

**F.** The parties agree to accept and provide any of the preceding methods of interconnection. Reciprocal connectivity shall be established at each and every BellSouth access tandem within the local calling area ALEC, Inc. desires to serve for interconnection to those end offices that subtend the access tandem. In addition, ALEC, Inc. may elect to interconnect directly at the end offices for interconnection to end users served by that end office. BellSouth will connect at each end office or tandem inside the local calling area. Such interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to BellCore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. The parties agree that their facilities shall provide the necessary on-hook, off-hook answer and

disconnect supervision and shall hand off calling party number ID when technically feasible. The parties further agree that in the event a party interconnects via the purchase of facilities and/or services from the other party, the appropriate intrastate access tariff, as amended from time to time will apply.

**G.** The parties agree to establish trunk groups from the interconnecting facilities of subsection (E) of this section such that each party provides a reciprocal of each trunk group established by the other party. Notwithstanding the foregoing, each party may construct its network, including the interconnecting facilities, to achieve optimum cost effectiveness and network efficiency.

**H.** Whenever BellSouth delivers traffic to ALEC, Inc. for termination on ALEC, Inc.'s network, if BellSouth cannot determine, because of the manner in which ALEC, Inc. has utilized its NXX codes, whether the traffic is local or toll BellSouth will not compensate ALEC, Inc. pursuant to this section but will, instead, charge ALEC, Inc. originating intrastate network access service charges as reflected in BellSouth's intrastate Access Service Tariff. Notwithstanding the foregoing, BellSouth will make the appropriate billing adjustments if ALEC, Inc. can provide sufficient information for BellSouth to make a determination as to whether said traffic was local or toll. If BellSouth deploys an NXX code across its local calling areas in such a manner that ALEC, Inc. cannot determine whether the traffic it delivers to BellSouth is local or toll, this subsection shall apply to the parties.

**I.** If either party provides intermediary tandem switching and transport services for the other party's connection of its end user to a local end user of: (1) an ALEC other than ALEC, Inc.; (2) a local exchange telecommunications company other than BellSouth ("ICO"); or (3) another telecommunications company such as a wireless telecommunications service provider, the party performing the intermediary function will bill a \$.002 per minute charge over and above the local interconnection rates set out in this section. The parties agree that any billing to the ICO or other telecommunications company under this section shall be pursuant to subsection (K) of this section.

**J.** When the parties provides an access service connection between an interexchange carrier ("IXC") and each other, each party will provide their own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the party providing the intermediary tandem function.

**K.** The parties agree to adopt MECAB as the terms and conditions for meet point billing for all traffic to which MECAB applies, including traffic terminating to ported numbers, and to employ 30 day billing periods for said arrangements. The recording party agrees to provide to the initial billing company, at no charge, the switched access detailed usage data within a reasonable time after the usage is recorded. The initial billing company will provide the switched access summary usage data to all

subsequent billing companies within 10 days of rendering the initial bill to the IXC. The parties agree that there will be technical, administrative, and implementation issues associated with achieving the intent of this subsection. As such, the parties further agree to work cooperatively toward achieving the intent of this provision within nine months of the effective date of this Agreement.

L. The ordering and provision of all services purchased from BellSouth by ALEC, Inc. shall be as set forth in the OLEC-to-BellSouth Ordering Guidelines (Facilities Based) as those guidelines are amended by BellSouth from time to time during the term of this Agreement.

#### **V. IntraLATA and InterLATA Toll Traffic Interconnection**

A. The delivery of intrastate toll traffic by a party to the other party shall be reciprocal and compensation will be mutual. For terminating its toll traffic on the other party's network, each party will pay BellSouth's intrastate terminating switched access rate, inclusive of the Interconnection Charge and the Carrier Common Line rate elements of the switched access rate. The parties agree that their terminating switched access rates may change during the term of this Agreement and that the appropriate rate shall be the rate in effect when the traffic is terminated.

B. For originating and terminating intrastate toll traffic, each party shall pay the other BellSouth's intrastate switched network access service rate elements on a per minute of use basis. Said rate elements shall be as set out in BellSouth's Intrastate Access Services Tariff as that Tariff is amended from time to time during the term of this Agreement. The appropriate charges will be determined by the routing of the call.

If ALEC, Inc. is the BellSouth end user's presubscribed interexchange carrier or if the BellSouth end user uses ALEC, Inc. as an interexchange carrier on a 10XXX basis, BellSouth will charge ALEC, Inc. the appropriate tariff charges for originating network access services. If BellSouth is serving as the ALEC, Inc. end user's presubscribed interexchange carrier or if the ALEC, Inc. end user uses BellSouth as an interexchange carrier on a 10XXX basis, ALEC, Inc. will charge BellSouth the appropriate BellSouth tariff charges for originating network access services.

C. The parties agree that to the extent ALEC, Inc. provides intraLATA toll service to its customers or for connection to Interexchange Carriers, interconnection to BellSouth access tandems that serve end offices outside the local calling area is required.

D. BellSouth agrees to compensate ALEC, Inc., pursuant to ALEC, Inc.'s published originating switched access charges, including the database query charge, for the origination of 800 traffic terminated to BellSouth.

E. ALEC, Inc. will provide to BellSouth the appropriate records necessary for BellSouth to bill BellSouth's intraLATA 800 customers. The records provided by ALEC, Inc. will be in a standard EMR format for a fee, paid by BellSouth to ALEC, Inc., of \$0.013 per record.

F. If ALEC, Inc. provides 800 services to its end users during the term of this Agreement, it agrees to compensate BellSouth, pursuant to BellSouth's originating switched access charges, including the database query charge, for the origination of 800 traffic terminated to ALEC, Inc.. BellSouth agrees to provide ALEC, Inc. the appropriate records for ALEC, Inc. to bill its 800 customers. The records provided will be in standard EMR format for a fee, to be paid by ALEC, Inc. to BellSouth, of \$0.013 per record.

G. If during the term of this Agreement, BellSouth is permitted to provide interLATA 800 services, BellSouth will compensate ALEC, Inc. for the origination of such traffic pursuant to subsection A, above. ALEC, Inc. shall provide the appropriate records for billing pursuant to subsection B, above.

H. Should ALEC, Inc. require 800 Access Ten Digit Screening Service from BellSouth, it shall have signaling transfer points connecting directly to BellSouth's local or regional signaling transfer point for service control point database query information. ALEC, Inc. shall utilize SS7 Signaling links, ports and usage as set forth in Attachment C-7, incorporated herein by this reference. ALEC, Inc. will not utilize switched access FGD service. 800 Access Ten Digit Screening Service is an originating service that is provided via 800 Switched Access Service trunk groups from BellSouth's SSP equipped end office or access tandem providing an IXC identification function and delivery of call to the IXC based on the dialed ten digit number. The rates and charges for said service shall be as set forth in BellSouth's Intrastate Access Services Tariff as said tariff is amended from time to time during the term of this Agreement.

**VI. Service Provider Number Portability (47 U.S.C. §251(b)(2) and §271(c)(2)(B)(xi))**

A. The parties intend that the number portability provided pursuant to this section to comply with the requirements of sections 251, 252, and 271 of the Act.

B. Service Provider Number Portability (SPNP) is an interim service arrangement provided by each party to the other whereby an end user, who switches subscription of his local exchange service from BellSouth to ALEC, Inc., or vice versa, is permitted to retain use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same serving wire center of his existing number. SPNP services are available in two arrangements, SPNP-Remote and SPNP-DID.

C. SPNP services and facilities will only be provided, where technically feasible, subject to the availability of facilities and may only be furnished from properly equipped central offices. SS7 Signaling is required for the provision of SPNP services. SPNP is available from either party on either a per DS0, DS1 or DS3 basis. Where SPNP-DID is provided on a DS1 or a DS3 basis, applicable channelization rates as specified in Section E6.8.1.H of the BellSouth intrastate Switched Access tariff, as said tariff is amended from time to time during the term of this Agreement., will apply. SPNP is available only for basic local exchange service.

D. SPNP is available only where ALEC, Inc. or BellSouth is currently providing, or will begin providing concurrent with provision of SPNP, basic local exchange service to the affected end user. SPNP for a particular ALEC, Inc. assigned telephone number is available only from the central office originally providing local exchange service to the end user. SPNP for a particular assigned telephone number will be disconnected when any end user, Commission, BellSouth, or ALEC, Inc. initiated activity (e.g. a change in exchange boundaries) would normally result in a telephone number change had the end user retained his initial local exchange service.

E. SPNP-Remote is a telecommunications service whereby a call dialed to an SPNP-Remote equipped telephone number, is automatically forwarded to an assigned seven or ten digit telephone number within the local calling area as defined in Section A3 of the BellSouth General Subscriber Service Tariff. The forwarded-to number is specified by ALEC, Inc. or BellSouth, as appropriate. Where technologically feasible, the forwarding party will provide identification of the originating telephone number, via SS7 signaling, to the receiving party. Neither party guarantees, however, identification of the originating telephone number to the SPNP-Remote end user. SPNP-Remote provides a single call path for the forwarding of no more than one simultaneous call to the receiving party's specified forwarded-to number. Additional call paths for the forwarding of multiple simultaneous calls are available on a per path basis and are in addition to the rate for SPNP-Remote service.

F. SPNP-DID service provides trunk side access to end office switches for direct inward dialing to other company's premises equipment from the telecommunications network to lines associated with the other company's switching equipment and must be provided on all trunks in a group arranged for inward service. A SPNP-DID trunk termination, provided with SS7 Signaling only, charge applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. The rates for a switched local channel and switched dedicated transport apply as contained in Section E6 of BellSouth's intrastate Access Services tariff, as said Tariff is amended from time to time during the term of this Agreement. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the POI using the V&H coordinate method. SPNP-DID must be established with a minimum configuration of 2 channels and one unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged

for SPNP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. SPNP-DID will be provided only where such facilities are available and where the switching equipment of the ordering party is properly equipped. Where SPNP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service. Only customer dialed sent paid calls will be completed to the first number of a SPNP-DID number group, however there are no restrictions on calls completed to other numbers of a SPNP-DID number group. Interface group arrangements provided for terminating the switched transport at the party's terminal location are as set forth in E6.1.3.A. of BellSouth's intrastate Access Services tariff, as amended from time to time during the term of this Agreement.

G. SPNP services will be provided at the charges contained in Attachment B-3 for SPNP-RCF and Attachment B-4 for SPNP-DID. Both Attachments are incorporated herein by this reference.

H. The calling party is responsible for payment of the applicable charges for sent-paid calls to the SPNP number. For collect, third-party, or other operator-assisted non-sent paid calls to the ported telephone number, BellSouth or ALEC, Inc. is responsible for the payment of charges under the same terms and conditions for which the end user would have been liable for those charges. Either party may request that the other block collect and third party non-sent paid calls to the SPNP assigned telephone number. If the party does not request blocking, the other party will provide itemized local usage data for the billing of non-sent paid calls on the monthly bill of usage charges, provided at the individual end user account level. The detail will include itemization of all billable usage. As an alternative to the itemized monthly bill, each party shall have the option of receiving this usage data on a daily basis via a data file transfer arrangement. This arrangement will utilize the existing industry uniform standard, known as EMR standards, for exchange of billing data. Files of usage data will be created daily for the optional service. Usage originated and recorded in the sending BellSouth RAO will be provided in unrated format. ALEC, Inc. usage originated elsewhere and delivered via CMDS to the sending BellSouth RAO will be provided in rated format.

I. Each party is responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service, the provision of new local service and the provision of SPNP services. Each party is responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting SPNP ported traffic. Each party is responsible for providing equipment and facilities that are compatible with the other's service parameters, interfaces, equipment and facilities and is required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and is solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other party or any of its end



users. In the event that either party determines in its sole judgment that the other party will likely impair or is impairing, or interfering with any equipment, facility or service or any of its end users, that party may either refuse to provide SPNP service or terminate SPNP to the other party.

**J.** Each party is responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP services for which it is not presently providing local exchange service or terminating to an end user. Where either party chooses to disconnect or terminate any SPNP service, that party is responsible for designating the preferred standard type of announcement to be provided.

**K.** Each party will be the other's party's single point of contact for all repair calls on behalf of each party's end user. Each party reserves the right to contact the other party's customers, if deemed necessary, for maintenance purposes.

**L.** Neither party is responsible for adverse effects on any service, facility or equipment for the use of SPNP services. End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over SPNP facilities and the fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics can not be specified by either party for such calls. Neither party is responsible to the other if any necessary change in protection criteria or in any of the facilities, operation, or procedures of either renders any facilities provided by the other party obsolete or renders necessary modification of the other party's equipment.

**M.** For that terminating IXC traffic ported to ALEC, Inc. which requires use of BellSouth tandem switching, BellSouth will bill the IXC tandem switching, the interconnection charge, and a portion of the transport, and ALEC, Inc. will bill the IXC local switching, the carrier common line and a portion of the transport. If BellSouth is unable to provide the necessary access records to permit ALEC, Inc. to bill the IXCs directly for terminating access to ported numbers, then the parties agree to work cooperatively to develop a surrogate method to approximate the access minutes, and a settlement process with BellSouth to recover those access revenues due it as a co-provider of access services to IXCs. During the interim, while the surrogate is being developed, BellSouth will bill the IXC full terminating switched access charges, keep the interconnection charge, tandem switching and a portion of transport, and remit the local switching, a portion of transport and CCL revenues to ALEC, Inc.. If a BellSouth toll intraLATA call is delivered to ALEC, Inc., BellSouth will pay terminating access rates. This subsection does not apply in cases where SPNP-DID is utilized for number portability.

**N.** If ALEC, Inc. has direct connections to the IXCs for the termination of all interLATA traffic and it is only through the use of SPNP services that the BellSouth tandem is being utilized and BellSouth receives network access service revenues from

the terminating IXC, ALEC, Inc. will bill BellSouth the network access charges for the terminating facilities used for that interLATA traffic. This circumstance may also arise where an intraLATA toll call from a BellSouth customer is sent to a BellSouth number that is, in turn, forwarded through the use of SPNP services to ALEC, Inc.'s customer. If so, ALEC, Inc. will bill BellSouth the network access charges for the terminating facilities used for that intraLATA toll traffic.

O. If during the term of this Agreement, the Federal Communications Commission issues regulations pursuant to 47 U.S.C. §251 to require number portability different than that provided pursuant to this subsection, the parties agree to fully comply with those regulations.

**VII. Provision of Unbundled Elements (47 U.S.C. §251(c)(3), § 252(d) and §271(x)(2)(B)(ii))**

A. The parties intend that BellSouth's offer of unbundled network elements to ALEC, Inc. pursuant to this section shall comply with the requirements of sections 251, 252 and 271 of the Act.

B. BellSouth will offer an unbundled local loop to ALEC, Inc. at the rates as set forth in Attachment C-15, incorporated herein by this reference. Special construction charges, if applicable, will be as set forth in BellSouth's Intrastate Special Access Tariff as said tariff is amended from time to time during the term of this Agreement. BellSouth will also offer, as a new service loop concentration as set forth in Attachment C-16, incorporated herein by this reference. The parties agree that loop concentration service is not an unbundled element.

C. BellSouth will offer to ALEC, Inc. unbundled loop channelization system service which provides the multiplexing function to convert 96 voice grade loops to DS1 level for connection with ALEC, Inc.'s point of interface. Rates are as set forth in Attachment C-16, incorporated herein by this reference.

D. BellSouth will offer to ALEC, Inc. unbundled local transport from the trunk side of its switch at the rates as set forth in Attachment B-1, incorporated herein by this reference.

E. BellSouth will offer to ALEC, Inc. unbundled local switching at the rates as set forth in Attachment C-17, incorporated herein by this reference, for the unbundled exchange service port.

F. The parties agree that BellSouth may provide, upon ALEC, Inc. request, any other network element on an unbundled basis at any technically feasible point on its network pursuant to the requirements of section 251 of the Act.

**VIII. Access To Poles, Ducts, Conduits, and Rights of Way (47 U.S.C. §**

**251(b)(4) and §271(c)(2)(B)(iii))**

A. BellSouth agrees to provide to ALEC, Inc., pursuant to 47 U.S.C. § 224, as amended by the Act, nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth, pursuant to terms and conditions that are subsequently negotiated.

**IX. Access to 911/E911 Emergency Network (47 U.S.C. §271(c)(2)(B)(vii)(I))**

A. The parties intend for the provision of access to BellSouth's 911/E911 Emergency network by ALEC, Inc. pursuant to this section to comply with the requirements of sections 251, 252, and 271 of the Act.

B. For basic 911 service, BellSouth will provide to ALEC, Inc. a list consisting of each municipality in each state that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. ALEC, Inc. will arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. ALEC, Inc. will route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, ALEC, Inc. shall discontinue the Basic 911 procedures and begin the E911 procedures, set forth in subsection (B), below.

C. For E911 service, ALEC, Inc. shall install a minimum of two dedicated trunks originating from ALEC, Inc.'s serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at minimum, DS0 level trunks configured either as a 2 wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA type signaling with multifrequency (MF) pulsing that will deliver automatic number identification (ANI) with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. ALEC, Inc. will provide BellSouth daily updates to the E911 database.

D. If a municipality has converted to E911 service, ALEC, Inc. will forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, ALEC, Inc. will alternatively route the call to a designated 7-digit local number residing in the appropriate PSAP. This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party.

E. BellSouth and ALEC, Inc. agree that the practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers, as it

is amended from time to time during the term of this Agreement by BellSouth, shall determine the appropriate procedures and practices of the parties as to the provision of 911/E911 Access.

**F.** The applicable rate elements are as set forth in Attachment C-3, incorporated herein by this reference.

**X. Provision of Operator Services ( 47 U.S.C. §271(c)(2)(B)(vii)(II)&(III))**

**A.** The parties intend for the provision of access to BellSouth's operator services by ALEC, Inc. pursuant to this section to comply with the requirements of sections 251, 252, and 271 of the Act.

**B.** The parties agree to mutually provide busy line verification and emergency interrupt services pursuant to each party's published Tariffs as the Tariffs are amended from time to time during the term of this Agreement.

**C.** BellSouth will offer to ALEC, Inc. Operator Call Processing Access Service; and Directory Assistance Access Services (Number Services). Rates, terms and conditions are set forth in Attachment C-8 for Operator Call Processing Access Service and Attachment C-9 for Directory Assistance Access Services. Both Attachments are incorporated herein by this reference.

**D.** BellSouth will offer to ALEC, Inc. CMDS Hosting and the Non Sent Paid Report System pursuant to the terms and conditions set forth in Attachments C-11 and C-12, incorporated herein by this reference.

**XI. Directory Listings (47 U.S.C. §271(c)(2)(B)(viii))**

**A.** The parties intend for the provision of white pages directory listings to ALEC, Inc. pursuant to this section to comply with the requirements of sections 251, 252, and 271 of the Act.

**B.** Subject to execution of an Agreement between ALEC, Inc. and BellSouth's affiliate, BellSouth Advertising & Publishing Corporation, ("BAPCO"), substantially in the form set forth in Attachment C-1, (1) listings shall be included in appropriate White Pages or alphabetical directories; (2) ALEC, Inc.'s business subscribers' listings shall also be included in appropriate Yellow Pages, or classified directories; and (3) copies of such directories shall be delivered to ALEC, Inc.'s subscribers.

**C.** BellSouth will include ALEC, Inc. subscriber listings in BellSouth's directory assistance databases and BellSouth will not charge ALEC, Inc. to maintain the Directory Assistance database. The parties agree to cooperate with each other in

formulating appropriate procedures regarding lead time, timeliness, format and content of listing information.

D. BellSouth will provide ALEC, Inc. a magnetic tape or computer disk containing the proper format for submitting subscriber listings. ALEC, Inc. will provide BellSouth with its directory listings and daily updates to those listings, including new, changed, and deleted listings, in an industry-accepted format.

E. BellSouth and BAPCO will accord ALEC, Inc.'s directory listing information the same level of confidentiality which BellSouth and BAPCO accords its own directory listing information, and BellSouth shall limit access to ALEC, Inc.'s customer proprietary confidential directory information to those BellSouth or BAPCO employees who are involved in the preparation of listings.

F. Additional listings and optional listings may be provided by BellSouth at the rates set forth in the General Subscriber Services Tariff as the tariff is amended from time to time during the term of this Agreement.

## **XII. Access to Telephone Numbers (47 U.S.C. §271(c)(2)(B)(ix))**

A. The parties intend for the provision of access to telephone numbers for ALEC, Inc. pursuant to this section to comply with the requirements of sections 251, 252, and 271 of the Act.

B. BellSouth, during any period under this Agreement in which it serves as a North American Numbering Plan administrator for its territory, shall ensure that ALEC, Inc. has nondiscriminatory access to telephone numbers for assignment to its telephone exchange service customers. It is mutually agreed that BellSouth shall provide numbering resources pursuant to the BellCore Guidelines Regarding Number Assignment and compliance with those guidelines shall constitute nondiscriminatory access to numbers. ALEC, Inc. agrees that it will complete the NXX code application in accordance with Industry Carriers Compatibility Forum, Central Office Code Assignment Guidelines, ICCF 93-0729-010. This service will be as set forth in Attachment C-2, incorporated herein by this reference.

C. If during the term of this Agreement BellSouth is no longer the North American Numbering Plan administrator, the parties agree to comply with the guidelines, plan or rules adopted pursuant to 47 U.S.C. § 251(e).

## **XIII. Access to Signaling and Signaling Databases (47 U.S.C. §271(c)(2)(B)(x))**

A. The parties intend for the provision of access to signaling and signaling databases for ALEC, Inc. pursuant to this section to comply with the requirements of sections 251, 252, and 271 of the Act.

**B.** BellSouth will offer to ALEC, Inc. use of its signaling network and signaling databases on an unbundled basis at published tariffed rates. Signaling functionality will be available with both A-link and B-link connectivity.

**C.** BellSouth agrees to input the NXXs assigned to ALEC, Inc. into the Local Exchange Routing Guide ("LERG").

**D.** BellSouth will enter ALEC, Inc. line information into its Line Information Database ("LIDB") pursuant to the terms and conditions contained in Attachment C-5, incorporated herein by this reference. Entry of line information into LIDB will enable ALEC, Inc.'s end users to participate or not participate in alternate billing arrangements such as collect or third number billed calls.

**E.** If ALEC, Inc. utilizes BellSouth's 800 database for query purposes only, the rates and charges shall be as set forth in Attachment C-4, incorporated herein by this reference.

**XIV. BellSouth's Offer of Services Available for Resale (47 U.S.C. § 251(c)(4), §251(d)(3) & §271(c)(2)(B)(xiv))**

**A.** The parties intend for the provisions contained in this section regarding BellSouth's telecommunications services available for resale to comply with the requirements of sections 251, 252, and 271 of the Act.

**B.** The rates pursuant by which ALEC, Inc. is to purchase services from BellSouth for resale shall be at a discount rate off of the retail rate for the telecommunications service. The discount rates shall be as set forth in Attachment D, attached hereto and incorporated herein by this reference. Such discount shall reflect the costs avoided by BellSouth when selling a service for wholesale purposes.

**C.** ALEC, Inc. may resell the tariffed local exchange and toll telecommunications services of BellSouth subject to the terms, and conditions specifically set forth herein. Notwithstanding the foregoing, the following are not available for purchase: Grandfathered services; promotional and trial retail service offerings; lifeline and linkup services; contract service arrangements; installment billing options; 911 and E911 services; interconnection services for mobile service providers; and legislatively or administratively mandated specialized discounts (e.g. education institutions discount).

**D.** The provision of services by BellSouth to ALEC, Inc. does not constitute a joint undertaking for the furnishing of any service.

**E.** ALEC, Inc. will be the customer of record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and expect payment from ALEC, Inc. for all services.

**F.** ALEC, Inc. will be BellSouth's single point of contact for all services purchased pursuant to this Agreement including all ordering activities and repair calls. For all repair requests, ALEC, Inc. accepts responsibility for adhering to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth. BellSouth may bill ALEC, Inc. for handling troubles that are found not to be in the BellSouth network. The parties agree that BellSouth may contact ALEC, Inc.'s customers, if in its sole discretion it deems necessary for maintenance purposes. BellSouth shall have no other contact with the end user except to the extent provided for herein.

**G.** BellSouth will continue to bill the end user for any services that the end user specifies it wishes to receive directly from BellSouth. BellSouth maintains the right to serve directly any end user within the service area of ALEC, Inc. and ALEC agrees not to interfere with the right of any end user to obtain service directly from BellSouth.

BellSouth will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of ALEC, Inc..

**H.** In most circumstances, the current telephone number of an end user may be retained by the end user unless the end user has past due charges associated with the BellSouth account for which payment arrangements have not been made. BellSouth will not, however, make the end user's previous telephone number available to ALEC, Inc. until the end user's outstanding balance has been paid. Denied service means that the service of an end user provided by a local exchange telecommunications company, including BellSouth has been temporally suspended for nonpayment and subject to complete disconnection.

**I.** BellSouth may provide any service or facility for which a charge is not established herein, as long as it is offered on the same terms to ALEC, Inc. for a charge not less than BellSouth's cost.

**J.** The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than BellSouth shall not:

1. Interfere with or impair service over any facilities of BellSouth, its affiliates, or its connecting and concurring carriers involved in its service;
2. Cause damage to their plant;

3. Impair the privacy of any communications; or
4. Create hazards to any employees or the public.

ALEC, Inc. assumes the responsibility of notifying BellSouth regarding less than standard operations with respect to services provided by ALEC, Inc..

K. ALEC, Inc. agrees that its resale of BellSouth services shall be as follows:

1. The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.
2. To the extent ALEC, Inc. is a telecommunications carrier that serves greater than 5 percent of the Nation's presubscribed access lines, ALEC, Inc. shall not jointly market its interLATA services with the telecommunications services purchased from BellSouth pursuant to this Agreement in any of the states covered under this Agreement. For purposes of this subsection, to jointly market means any advertisement, marketing effort or billing in which the telecommunications services purchased from BellSouth for purposes of resale to customers and interLATA services offered by ALEC, Inc. are packaged, tied, bundled, discounted or offered together in any way to the end user. Such efforts include, but are not limited to, sales referrals, resale arrangements, sales agencies or billing agreements. This subsection shall be void and of no effect for a particular state covered under this Agreement as of February 8, 1999 or on the date BellSouth is authorized to offer interLATA services in that state, whichever is earlier.
3. Hotel and Hospital PBX service are the only telecommunications services available for resale to Hotel/Motel and Hospital end users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to COCOTS customers. Shared Tenant Service customers can only be sold those telecommunications services available in BellSouth's A23 or A27 Shared Tenant Service Tariff, as appropriate.
4. ALEC, Inc. is prohibited from furnishing both flat and measured rate service on the same business premises to the same subscribers (end users) as stated in A2.3.2.A. of BellSouth's Tariff, except for backup service as indicated in the applicable state tariff, Section A3.



5. Resold services can only be used in the same manner as specified in BellSouth's Tariff. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of BellSouth in the appropriate section of BellSouth's Tariffs. Specific tariff features, e.g. a usage allowance per month, shall not be aggregated across multiple resold services. Resold services cannot be used to aggregate traffic from more than one end user customer except as specified in Section A23. of BellSouth's Tariff referring to Shared Tenant Service.

L. Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature. Resale of this information is prohibited.

M. Services resold under BellSouth's Tariffs and facilities and equipment provided by BellSouth shall be maintained by BellSouth. ALEC, Inc. or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth, other than by connection or disconnection to any interface means used, except with the written consent of BellSouth.

N. BellSouth will not perform billing and collection services for ALEC, Inc. as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within BellSouth.

O. Until such time as BellSouth receives permission from the FCC to bill the End User Common Line (EUCL) charge to ALEC, Inc., BellSouth will, on an interim basis, bill ALEC, Inc. the charges shown below which are identical to the EUCL rates billed by BST to its end users.

	<b>Monthly Rate</b>
1. Residential (a) Each Individual Line or Trunk	<b>\$3.50</b>
2. Single Line Business (b) Each Individual Line or Trunk	<b>\$3.50</b>
3. Multi-line Business (c) Each Individual Line or Trunk	<b>\$6.00</b>

**P.** The procedures for discontinuing end user service purchased by ALEC, Inc. for resale to an end user are as follows:

1. Where possible, BellSouth will deny service to ALEC, Inc.'s end user on behalf of, and at the request of, ALEC, Inc.. Upon restoration of the end user's service, restoration charges will apply and will be the responsibility of ALEC, Inc.
2. At the request of ALEC, Inc., BellSouth will disconnect a ALEC, Inc. end user customer.
3. All requests by ALEC, Inc. for denial or disconnection of an end user for nonpayment must be in writing.
4. ALEC, Inc. will be made solely responsible for notifying the end user of the proposed disconnection of the service.
5. BellSouth will continue to process calls made to the Annoyance Call Center and will advise ALEC, Inc. when it is determined that annoyance calls are originated from one of their end user's locations. BellSouth shall be indemnified, defended and held harmless by ALEC, Inc. and/or the end user against any claim, loss or damage arising from providing this information to ALEC, Inc.. It is the responsibility of ALEC, Inc. to take the corrective action necessary with its customers who make annoying calls. Failure to do so will result in BellSouth's disconnecting the end user's service.

**Q.** The procedures for discontinuing service to ALEC, Inc. are as follows:

1. BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by ALEC, Inc. of the rules and regulations of BellSouth's Tariffs.
2. If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to ALEC, Inc., that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. If BellSouth does not refuse additional applications for service on the date specified in the notice, and ALEC, Inc.'s noncompliance continues, nothing contained herein shall preclude BellSouth's right to refuse additional applications for service without further notice.

3. If payment of the account is not received, or arrangements made, by the bill day in the second consecutive month, the account will be considered in default and will be subject to denial or disconnection, or both.
4. If ALEC, Inc. fails to comply with the provisions of this Agreement, including any payments to be made by it on the dates and times herein specified, BellSouth may, on thirty days written notice to the person designated by ALEC, Inc. to receive notices of noncompliance, discontinue the provision of existing services to ALEC, Inc. at any time thereafter. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice, and ALEC, Inc.'s noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to ALEC, Inc. without further notice.
5. If payment is not received or arrangements made for payment by the date given in the written notification, ALEC, Inc.'s services will be discontinued. Upon discontinuance of service on a ALEC, Inc.'s account, service to ALEC, Inc.'s end users will be denied. BellSouth will also reestablish service at the request of the end user or ALEC, Inc. upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures.
6. If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.

R. BellSouth may require ALEC, Inc. to make a deposit when purchasing services for resale purposes to be held by BellSouth as a guarantee of the payment of rates and charges. Any such deposit may be held during the continuance of the service and may not exceed two month's estimated billing. The fact that a deposit has been made in no way relieves ALEC, Inc. from the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of BellSouth providing for the discontinuance of service for non-payment of any sums due BellSouth. In the event that ALEC, Inc. defaults on its account, service to ALEC, Inc. will be terminated and any deposits held will be applied to its account. In the case of a cash deposit, interest at the rate of six percent per annum shall be paid to ALEC, Inc. during the continuance of the deposit. Interest on a deposit shall accrue annually and, if requested, shall be annually credited to ALEC, Inc. by the accrual date.

S. ALEC, Inc. is strictly prohibited from any use of, including but not limited to sales, marketing or advertising, any BellSouth name or trademark.

## **XV. Ordering of Services From BellSouth For Resale Purposes**

**A.** The ordering and provision of services purchased from BellSouth for resale purposes by ALEC, Inc. shall be as set forth in the OLEC-to-BellSouth Ordering Guidelines (Reseller) as those guidelines are amended by BellSouth from time to time during the term of this Agreement.

**B.** When the initial service is ordered by ALEC, Inc., BellSouth will establish an accounts receivable master account for ALEC, Inc..

**C.** BellSouth shall bill ALEC, Inc. on a current basis all applicable charges and credits, including any service order charges.

**D.** Payment of all charges will be the responsibility of ALEC, Inc.. ALEC, Inc. shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by ALEC, Inc. from ALEC, Inc.'s customer. BellSouth will not become involved in billing disputes that may arise between ALEC, Inc. and its customer. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.

**E.** BellSouth will render bills each month on established bill days for each of ALEC, Inc.'s accounts.

**F.** BellSouth will bill ALEC, Inc. in advance charges for all services to be provided during the ensuing billing period except charges associated with service usage, which charges will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charges for usage or usage allowances. BellSouth will also bill all charges, including but not limited to 911 and E911 charges, telecommunications relay charges, and franchise fees, on an individual end user account level.

**G.** The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available U.S. funds. Payment is considered to have been made when received by BellSouth.

If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in I. following, shall apply.

H. Upon proof of tax exempt certification from ALEC, Inc., the total amount billed to ALEC, Inc. will not include any taxes due from the end user. ALEC, Inc. will be solely responsible for the computation, tracking, reporting and payment of all federal, state and/or local jurisdiction taxes associated with the services resold to the end user.

I. As the customer of record, ALEC, Inc. will be responsible for, and remit to BellSouth, all charges applicable to its resold services for emergency services (E911 and 911) and Telecommunications Relay Service (TRS) as well as any other charges of a similar nature.

J. If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor. The late factor shall be as set forth in Section A2 of the General Subscriber Service Tariff and/or Section B2 of the Private Line Service Tariff.

K. Any Carrier Common Line charges (CCL) associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth.

L. In general, BellSouth will not become involved in disputes between ALEC, Inc. and ALEC, Inc.'s end user customers over resold services. If a dispute does arise that cannot be settled without the involvement of BellSouth, ALEC, Inc. shall contact the designated Service Center for resolution. BellSouth will make every effort to assist in the resolution of the dispute and will work with ALEC, Inc. to resolve the matter in as timely a manner as possible. ALEC, Inc. may be required to submit documentation to substantiate the claim.

M. ALEC, Inc. is responsible for payment of all appropriate charges for completed calls, services, and equipment. If objection in writing is not received by BellSouth within twenty-nine days after the bill is rendered, the account shall be deemed correct and binding upon ALEC, Inc..

#### **XVI. Network Design and Management (47 U.S.C. § 251(c)(5))**

A. The parties agree to work cooperatively to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. BellSouth agrees to provide public notice of changes in the information necessary for the transmission and routing of services

using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

**B.** The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.

**C.** The parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls, e.g., call gapping, to alleviate or prevent network congestion.

**D.** BellSouth does not intend to charge rearrangement, reconfiguration, disconnection, or other non-recurring fees that may be associated with the initial reconfiguration ALEC, Inc.'s interconnection arrangement. However, ALEC, Inc.'s interconnection reconfigurations will have to be considered individually as to the application of a charge. Notwithstanding the foregoing, BellSouth does intend to charge ALEC, Inc. non-recurring fees for any additions to, or added capacity to, any facility or trunk purchased by ALEC, Inc..

**E.** The parties agree to provide LEC-to-LEC Common Channel Signaling (CCS) to one another, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for repeat dialing. All CCS signaling parameters will be provided, including automatic number identification (ANI), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored, and the parties agree to cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between the respective networks.

**F.** For network expansion, the parties agree to review engineering requirements on a quarterly basis and establish forecasts for trunk utilization as required by Section V of this Agreement. New trunk groups will be implemented as state by engineering requirements for both parties.

**G.** The parties agree to provide each other with the proper call information, i.e. originated call party number and destination call party number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing where BellSouth provides recording capabilities. The exchange of information is required to enable each party to bill properly.

## **XVII. Disconnection of Existing End User Service**

**A.** BellSouth will accept requests from ALEC, Inc. to disconnect the service of an existing BellSouth end user. BellSouth will accept a request directly from an end user for conversion of the end user's service from ALEC, Inc. to BellSouth or will accept a request from another ALEC or ALEC, Inc. for conversion of the Service Provider

Number Portability service associated with an end user's service from ALEC, Inc. to the second ALEC or Reseller. BellSouth will notify ALEC, Inc. that such a request has been processed. BellSouth will not require end user confirmation prior to disconnecting the end user's service. ALEC, Inc. must, however, provide proof of authorization upon request.

**B.** If BellSouth determines that an unauthorized change in local service provider has occurred, BellSouth will reestablish service with the appropriate local service provider as requested by the end user and will assess ALEC, Inc. an Unauthorized Change Charge of \$19.41 per line or trunk for Residence or Business and \$34.19 for each Public or Semi-Public Line. The appropriate nonrecurring charges to reestablish the customer's service with the appropriate local service provider will also be assessed to ALEC, Inc. because of the unauthorized change. These charges may be adjusted if ALEC, Inc. provides satisfactory proof of authorization.

**C.** BellSouth may designate BellSouth as the preferred provider of local exchange service for its own pay telephones.

#### **XVIII. Implementation of Agreement**

The parties agree that within 30 days of the execution of this Agreement they will adopt a schedule for the implementation of this Agreement. The schedule shall state with specificity, ordering, testing, and full operational time frames. The implementation shall be attached to this Agreement as an addendum and specifically incorporated herein by this reference.

#### **XIX. Auditing Procedures**

**A.** Upon thirty (30) days written notice, each party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the parties. The parties agree to retain records of call detail for a minimum of nine months from which the PLU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the party being audited. Audit request shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the party requesting the audit. The PLU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either party is found to have overstated the PLU by twenty percentage points (20%) or more, that party shall reimburse the auditing party for the cost of the audit.

**B.** For combined interstate and intrastate ALEC, Inc. traffic terminated by BellSouth over the same facilities, ALEC, Inc. shall provide a projected Percentage Interstate Usage ("PIU") as defined herein to BellSouth. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in E2.3.14 of BellSouth's Intrastate Access Services Tariff will apply to ALEC, Inc.. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection and intrastate toll access charges.

**C.** BellSouth reserves the right to periodically audit services purchased by ALEC, Inc. for the purposes of resale to confirm that such services are being utilized in conformity with this Agreement. ALEC, Inc. agrees to make any and all records available to BellSouth or its auditors on a timely basis. BellSouth shall bear the cost of said audit that shall not occur more than once in a calendar year. If the audit determines that the services are being utilized in violation of this Agreement, ALEC, Inc. shall be notified and billing for the service will be immediately changed to conform with this Agreement. Service charges, back billing and interest may be applied.

## **XX. Liability and Indemnification**

**A.** With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by ALEC, Inc., an ALEC, Inc. customer or by any other person or entity, for damages associated with any of the services provided by BellSouth pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Article XX, BellSouth's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages by ALEC, Inc., any ALEC, Inc. customer, or any other person or entity resulting from the gross negligence or willful misconduct of BellSouth shall not be subject to such limitation of liability.

**B.** With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by BellSouth, a BellSouth customer or by any other person or entity, for damages associated with any of the services provided by ALEC, Inc. pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Article XX, ALEC, Inc.'s liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages by BellSouth, any BellSouth customer, or any other person or entity resulting from the gross negligence or willful misconduct of ALEC, Inc. shall not be subject to such limitation of liability.



**C.** Neither party shall be liable for any act or omission of any other telecommunications company to the extent such other telecommunications company provides a portion of a service.

**D.** Neither party shall be liable for damages to the other party's terminal location, POI or other party's customers' premises resulting from the furnishing of a service, including but not limited to the installation and removal of equipment and associated wiring, except to the extent the damages is caused by such party's gross negligence or willful misconduct.

**E.** Notwithstanding subsection A. and B., the party providing services under this Agreement, its affiliates, and its parent company shall be indemnified, defended and held harmless by the party receiving such services against any claim, loss or damage arising from the receiving party's use of the services provided under this Agreement, involving: 1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the receiving party's own communications; 2) any claim, loss, or damage claimed by the receiving party's customer(s) arising from such customer's use of any service, including 911/E911, that the customer has obtained from the receiving party and that the receiving party has obtained from the supplying party under this Agreement; or 3) all other claims arising out of an act or omission of the receiving party in the course of using services provided pursuant to this Agreement. Notwithstanding the foregoing, to the extent that a claim, loss or damage is caused by the gross negligence or willful misconduct of a supplying party the receiving party shall have no obligation to indemnify, defend and hold harmless the supplying party hereunder.

**F.** BellSouth assumes no liability for the accuracy of the data provided to it by ALEC, Inc. and ALEC, Inc. agrees to indemnify and hold harmless BellSouth for any claim, action, cause of action, damage, injury whatsoever, that may result from the supply of data from ALEC, Inc. to BellSouth in conjunction with the provision of any service provided pursuant to this Agreement.

**G.** Neither party guarantees or makes any warranty with respect to its services when used in an explosive atmosphere. Notwithstanding subsection A. and B., each party shall be indemnified, defended and held harmless by the other party or the other party's customer from any and all claims by any person relating to the other party or other party's customer's use of services so provided.

**H.** No license under patents (other than the limited license to use) is granted by one party to the other or shall be implied or arise by estoppel, with respect to any service offered pursuant to this Agreement. Notwithstanding subsection A., the party providing a service pursuant to this Agreement will defend the party receiving such service against claims of patent infringement arising solely from the use by the receiving party of such service and will indemnify the receiving party for any damages

awarded based solely on such claims. Such indemnification shall not, however, extend to claims for patent infringement to the extent the alleged infringement results from:

(1) Modification of the service by someone other than the providing party and /or its subcontractors, where there would be no such infringement or violation in the absence of such modification; or

(2) The combination, operation or use of the service with any product, data or apparatus not provided by the providing party and/or its subcontractors, where there would be no such infringement or violation in the absence of such combination, operation or use.

I. Promptly after receipt of notice of any claim or the commencement of any action for which a party may seek indemnification pursuant to this Article IX, such party (the "Indemnified Party") shall promptly give written notice to the other party (the Indemnifying Party") of such claim or action, but the failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability it may have to the Indemnified Party except to the extent the Indemnifying Party has actually been prejudiced thereby. The Indemnifying Party shall be obligated to assume the defense of such claim, at its own expense. The Indemnified Party shall cooperate with the Indemnifying Party's reasonable requests for assistance or information relating to such claim, at the Indemnifying Party's expense. The Indemnified Party shall have the right to participate in the investigation and defense of such claim or action, with separate counsel chosen and paid for by the Indemnified Party.

J. A party's failure to provide or maintain services offered pursuant to this Agreement shall be excused to the extent such failure is the result of labor difficulties, governmental orders, civil commotion, criminal actions taken against such party, acts of God and other circumstances beyond such party's reasonable control.

## **XXI. More Favorable Provisions**

A. The parties agree that if —

1. the Federal Communications Commission ("FCC") or the Commission finds that the terms of this Agreement are inconsistent in one or more material respects with any of its or their respective decisions, rules or regulations, or

2. the FCC or the Commission preempts the effect of this Agreement, then, in either case, upon such occurrence becoming final and no longer subject to administrative or judicial review, the parties shall immediately commence good faith negotiations to conform this Agreement to the requirements of any such decision, rule, regulation or preemption. The revised agreement shall have an effective date that coincides with the effective date of the original FCC or Commission action giving rise to such negotiations. The parties agree that the rates, terms and conditions of any new

agreement shall not be applied retroactively to any period prior to such effective date except to the extent that such retroactive effect is expressly required by such FCC or Commission decision, rule, regulation or preemption.

**B.** In the event that BellSouth, either before or after the effective date of this Agreement, enters into an agreement with any other telecommunications carrier (an "Other Interconnection Agreement") which provides for the provision within a particular state covered under this Agreement of any of the arrangements covered by this Agreement to be provided in a particular state upon rates, terms or conditions that differ in any material respect from the rates, terms and conditions for such arrangements set forth in this Agreement ("Other Terms"), then except as provided in Section XXI.F, BellSouth shall be deemed thereby to have offered such arrangements to ALEC, Inc. for that state upon such Other Terms, which ALEC, Inc. may accept as provided in Section XXI.E. In the event that ALEC, Inc. accepts such offer within sixty (60) days after the Commission approves such Other Interconnection Agreement pursuant to 47 U.S.C. § 252, or within thirty (30) days after ALEC, Inc. acquires actual knowledge of an Other Interconnection Agreement not requiring the approval of the Commission pursuant to 47 U.S.C. § 252, as the case may be, such Other Terms for such arrangement for the particular state shall be effective between BellSouth and ALEC, Inc. as of the effective date of such Other Interconnection Agreement. In the event that ALEC, Inc. accepts such offer more than sixty (60) days after the Commission approves such Other Interconnection Agreement pursuant to 47 U.S.C. § 252, or more than thirty (30) days after acquiring actual knowledge of an Other Interconnection Agreement not requiring the approval of the Commission pursuant to 47 U.S.C. § 252, as the case may be, such Other Terms shall be effective between BellSouth and ALEC, Inc. as of the date on which ALEC, Inc. accepts such offer.

**C.** In the event that after the effective date of this Agreement the FCC or the Commission enters an order (an "Interconnection Order") requiring BellSouth to provide within a particular state covered under this Agreement any of the arrangements covered by this Agreement to be provided in a particular state upon Other Terms, then upon such Interconnection Order becoming final and not subject to further administrative or judicial review, except as provided in Section XXI.F, BellSouth shall be deemed to have offered such arrangements in that state to ALEC, Inc. upon such Other Terms, which ALEC, Inc. may accept as provided in Section XXI.E. In the event that ALEC, Inc. accepts such offer within sixty (60) days after the date on which such Interconnection Order becomes final and not subject to further administrative or judicial review, such Other Terms for such arrangement for the particular state shall be effective between BellSouth and ALEC, Inc. as of the effective date of such Interconnection Order. In the event that ALEC, Inc. accepts such offer more than sixty (60) days after the date on which such Interconnection Order becomes final and not subject to further administrative or judicial review, such Other Terms shall be effective between BellSouth and ALEC, Inc. as of the date on which ALEC, Inc. accepts such offer.

**D.** In the event that after the effective date of this Agreement BellSouth files and subsequently receives approval for one or more intrastate or interstate tariffs (each, an "Interconnection Tariff") offering to provide in a particular state covered under this Agreement any of the arrangements covered by this Agreement to be provided in a particular state upon Other Terms, then upon such Interconnection Tariff becoming effective, except as provided in Section XXI.F, BellSouth shall be deemed thereby to have offered such arrangements in that state to ALEC, Inc. upon such Other Terms, which ALEC, Inc. may accept as provided in Section XXI.E. In the event that ALEC, Inc. accepts such offer within sixty (60) days after the date on which such Interconnection Tariff becomes effective, such Other Terms for such arrangements for the particular state shall be effective between BellSouth and ALEC, Inc. as of the effective date of such Interconnection Tariff. In the event that ALEC, Inc. accepts such offer more than sixty (60) days after the date on which such Interconnection Tariff becomes effective, such Other Terms shall be effective between BellSouth and ALEC, Inc. as of the date on which ALEC, Inc. accepts such offer.

**E.** In the event that BellSouth is deemed to have offered ALEC, Inc. the arrangements covered by this Agreement upon Other Terms, ALEC, Inc. in its sole discretion may accept such offer either --

1. by accepting such Other Terms in their entirety; or
2. by accepting the Other Terms that directly relate to any of the following arrangements as a whole:
  - a. local interconnection,
  - b. interLATA and IntraLATA toll traffic interconnection,
  - c. unbundled access to network elements, which include: local loops, network interface devices, switching capability, interoffice transmission facilities, signaling networks and call-related databases, operations support systems functions, operator services and directory assistance, and any elements that result from subsequent bone fide requests,
  - d. access to poles, ducts, conduits and rights-of-way,
  - e. access to 911/E911 emergency network,
  - f. collocation, or
  - g. access to telephone numbers.

The terms of this Agreement, other than those affected by the Other Terms accepted by ALEC, Inc., shall remain in full force and effect.

**F. Corrective Payment.** In the event that —

1. BellSouth and ALEC, Inc. revise this Agreement pursuant to Section XXI.A, or

2. ALEC, Inc. accepts a deemed offer of Other Terms pursuant to Section XXI.E, then BellSouth or ALEC, Inc., as applicable, shall make a corrective payment to the other party to correct for the difference between the rates set forth herein and the rates in such revised agreement or Other Terms for substantially similar services for the period from the effective date of such revised agreement or Other Terms until the date that the parties execute such revised agreement or ALEC, Inc. accepts such Other Terms, plus simple interest at a rate equal to the thirty (30) day commercial paper rate for high-grade, unsecured notes sold through dealers by major corporations in multiples of \$1,000.00 as regularly published in *The Wall Street Journal*.

**XXII. Treatment of Proprietary and Confidential Information**

**A.** Both parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as

"Information"). Both parties agree that all Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time. Both parties agree that the Information shall not be copied or reproduced in any form. Both parties agree to receive such Information and not disclose such Information. Both parties agree to protect the Information received from distribution, disclosure or dissemination to anyone except employees of the parties with a need to know such Information and which employees agree to be bound by the terms of this Section. Both parties will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

**B.** Notwithstanding the foregoing, both parties agree that there will be no obligation to protect any portion of the Information that is either: 1) made publicly available by the owner of the Information or lawfully disclosed by a nonparty to this Agreement; 2) lawfully obtained from any source other than the owner of the Information; or 3) previously known to the receiving party without an obligation to keep it confidential.

### **XXIII. Taxes and Fees**

#### **A Definition**

1. For the purposes of this section, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefor.

#### **B. Taxes and Fees Imposed Directly on Either Seller or Purchaser**

1. Taxes and fees imposed on the providing party, which are not permitted or required to be passed on by the providing party to its customers, shall be borne and paid by the providing party.

2. Taxes and fees imposed on the purchasing party, which are not required to be collected and/or remitted by the providing party, shall be borne and paid by the purchasing party.

#### **C. Taxes and Fees Imposed on Purchaser but Collected and Remitted by Seller**

1. Taxes and fees imposed on the purchasing party shall be borne by the purchasing party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing party.

2. To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing party at the time that the respective service is billed.

3. If the purchasing party determines that in its opinion any such taxes or fees are not payable, the providing party shall not bill such taxes or fees to the purchasing party if the purchasing party provides written certification, reasonably satisfactory to the providing party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing party has determined and certified not to be payable or any such tax or fee that was not billed by the providing party, the purchasing party may contest the same in good faith, at its own expense. In any such contest, the purchasing party shall promptly furnish the providing party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing party and the taxing authority.

4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing party during the pendency of such contest, the purchasing party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing party shall pay such additional amount, including any interest and penalties thereon.

6. Notwithstanding any provision to the contrary, the purchasing party shall protect, indemnify and hold harmless (and defend at the purchasing party's expense) the providing party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing party in connection with any claim for or contest of any such tax or fee.

7. Each party shall notify the other party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event

later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

**D. Taxes and Fees Imposed on Seller but Passed on to Purchaser**

1. Taxes and fees imposed on the providing party, which are permitted or required to be passed on by the providing party to its customer, shall be borne by the purchasing party.

2. To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing party at the time that the respective service is billed.

3. If the purchasing party disagrees with the providing party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee and with respect to whether to contest the imposition of such tax or fee. Notwithstanding the foregoing, the providing party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing party shall abide by such determination and pay such taxes or fees to the providing party. The providing party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes or fees; provided, however, that any such contest undertaken at the request of the purchasing party shall be at the purchasing party's expense.

4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing party during the pendency of such contest, the purchasing party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing party shall pay such additional amount, including any interest and penalties thereon.

6. Notwithstanding any provision to the contrary, the purchasing party shall protect, indemnify and hold harmless (and defend at the purchasing party's expense) the providing party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing party in connection with any claim for or contest of any such tax or fee.



7. Each party shall notify the other party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

#### **E. Mutual Cooperation**

1. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

#### **XXIV. Resolution of Disputes**

Except as otherwise stated in this Agreement, the parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties will petition the Commission for a resolution of the dispute. However, each party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

#### **XXV. Limitation of Use**

The parties agree that this Agreement shall not be offered by either party in another jurisdiction as evidence of any concession or as a waiver of any position taken by the other party in that jurisdiction or for any other purpose.

#### **XXVI. Waivers**

Any failure by either party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

#### **XXVII. Governing Law**

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles.

## XXVIII. Arm's Length Negotiations

This Agreement was executed after arm's length negotiations between the undersigned parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all parties.

## XXVIV. Notices

A. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.  
ALEC Account Team  
3535 Colonnade Parkway  
Birmingham, Alabama

ALEC, Inc.  
Jay Campbell  
1158 Jefferson St.  
Paducah, KY 42001

or at such other address as the intended recipient previously shall have designated by written notice to the other party.

B. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

## XXVIII. Entire Agreement

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior agreements between the parties relating to the subject matter contained herein and merges all prior discussions between them, and neither party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the party to be bound thereby.

BellSouth Telecommunications, Inc.

Signature

Director

Title

ALEC, Inc.

Signature

PRESIDENT

Title

5/1/97  
Date

4.28.1997  
Date

**ATTACHMENT A**

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## ATTACHMENT "D"

### APPLICABLE DISCOUNTS

The telecommunications services available for purchase by Reseller for the purposes of resale to Reseller end users shall be available at the following discount off of the retail rate.

<u>STATE</u>	<u>RESIDENCE</u>	DISCOUNT	<u>BUSINESS</u>
ALABAMA	10%		10%
FLORIDA	18%		12%
GEORGIA	20.3%		17.3%
KENTUCKY	10%		8%
LOUISIANA*	20.72%		20.72%
MISSISSIPPI	9%		8%
NORTH CAROLINA	12%		9%
SOUTH CAROLINA	10%		9%
TENNESSEE**	16%		16%

\* Effective as of the Commission's Order in Louisiana Docket No. U-22020 dated November 12, 1996.

\*\* The Wholesale Discount is set as a percentage off the tariffed rates. If OLEC provides its own operator services and directory services, the discount shall be 21.56%. These rates are effective as of the Tennessee Regulatory Authority's Order in Tennessee Docket No. 90-01331 dated January 17, 1997.

**Attachment B-1**  
**Local Interconnection Service**

**Service: Local Interconnection\***

**Description:** Provides for the use of BellSouth Switching and transport facilities and common subscriber plant for connecting calls between an ALEC's Point of Interface (POI) and a BellSouth end user.

It can also be used to connect calls between an ALEC and an Interexchange Carrier (IC), and Independent Exchange Telephone Company (ICO), or a Mobile Service Service Provider (MSP), or between two ALECs.

It is furnished on a per-trunk basis. Trunks are differentiated by traffic type and directionality. There are two major traffic types: (1) Local and (2) Intermediary. Local represents traffic from the ALEC's POI to a BellSouth tandem or end office and Intermediary represents traffic originated or terminated by an ALEC which is interconnected with an IC, ICO, MSP or another ALEC.

Rates and charges will be applied as indicated below.

State(s):	Alabama						Florida					
RATE ELEMENTS	Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per	Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per
DS1 Local Channel	--	--	\$133.81 LC	\$866.97 LC - First	\$486.83 LC - Add'l	--	--	--	\$133.81 LC	\$866.97 LC - First	\$486.83 LC - Add'l	--
DS1 Dedicated Transport	--	--	\$23.50 per mile	--	--	--	--	--	\$16.75 per mile	--	--	--
			\$90.00 fac term	\$100.49 fac term	--				\$59.75 fac term	\$100.49 fac term	--	--
DS1 Common Transport	\$0.00004 per mile	--	--	--	--		\$0.00004 per mile	--	--	--	--	--
	\$0.00036 fac. term.	--	--	--	--		\$0.00036 fac. term.	--	--	--	--	--
Local Switching LS2 (FGD)	\$0.00755 access mou	--	--	--	--		\$0.00876 access mou	--	--	--	--	--
Tandem Switching	\$0.00074 access mou	--	--	--	--		\$0.00050 access mou	--	--	--	--	--
Information Surcharge	\$0.03218 100 mou	--	--	--	--		--	--	--	--	--	--
Tandem Intermediary Charge**	\$0.002 access mou	--	--	--	--		\$0.002 access mou	--	--	--	--	--
Composite Rate-DS1 Dedicated	\$0.00978						\$0.01028					
Composite Rate-DS1 Tandem Sw	\$0.00991						\$0.01056					

State(s):	Georgia						Kentucky					
RATE ELEMENTS	Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per	Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per
DS1 Local Channel	--	--	\$133.81 LC	\$866.97 LC - First	\$486.83 LC - Add'l	--	--	--	\$133.81 LC	\$866.97 LC - First	\$486.83 LC - Add'l	--
DS1 Dedicated Transport	--	--	\$23.50 per mile	--	--	--	--	--	\$23.50 per mile	--	--	--
			\$90.00 fac term	\$100.49 fac term	--				\$90.00 fac term	\$100.49 fac term	--	--
DS1 Common Transport	\$0.00004 per mile	--	--	--	--		\$0.00004 per mile	--	--	--	--	--
	\$0.00036 fac. term.	--	--	--	--		\$0.00036 fac. term.	--	--	--	--	--
Local Switching LS2 (FGD)	\$0.00787 access mou	--	--	--	--		\$0.00755 access mou	--	--	--	--	--
Tandem Switching	\$0.00074 access mou	--	--	--	--		\$0.00074 access mou	--	--	--	--	--
Information Surcharge	--	--	--	--	--		\$0.03218 Perm/100 mou	--	--	--	--	--
Tandem Intermediary Charge**	\$0.002 access mou	--	--	--	--		\$0.01448 Trans/100 mou	--	--	--	--	--
							\$0.002 access mou	--	--	--	--	--
Composite Rate-DS1 Dedicated	\$0.00978						\$0.00978					
Composite Rate-DS1 Tandem Sw	\$0.00991						\$0.00991					

\*Rates are displayed at the DS1-1 544 Mbps. level. For rates and charges applicable to other arrangement levels, refer to Section E6 of BellSouth Telecommunications, Inc.'s Intrastate Access Tariff.

\*\*The Tandem Intermediary Charge applies only to Intermediary Traffic.

-DS1 Local Channel: denotes a DS1 dedicated transport facility between the ALEC's serving wire center and the ALEC's POI, also called an Entrance Facility. This element will apply when associated with services ordered by an ALEC which utilizes a BellSouth facilities. This element is not required when an ALEC is collocated.

-DS1 Dedicated Transport: provides transmission and facility termination. The facility termination applies for each DS1 Interoffice Channel terminated. Can be used from the ALEC's serving wire center to the end users end office or from the ALEC's serving wire center to the tandem.

-Common Transport: Composed of Common Transport facilities as determined by BellSouth and permits the transmission of calls terminated by BellSouth.

-Access Tandem Switching: provides function of switching traffic from or to the Access Tandem from or to the end office switch(es). The Access Tandem Switching charge is assessed on all terminating minutes of use switched at the access tandem.

**Attachment B-1**  
**Local Interconnection Service**

Service: Local Interconnection\* (Cont'd)

State(s):		Louisiana						Mississippi					
RATE ELEMENTS	Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per		Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per
DS1 Local Channel	-	-	\$133.81	LC	\$866.97	LC - First		-	-	\$133.81	LC	\$866.97	LC - First
DS1 Dedicated Transport	-	-	\$16.75 per mile	-	-	-		-	-	\$23.50 per mile	-	-	-
			\$59.75 fac. term.	\$100.49	fac. term.					\$90.00 fac. term.	\$100.49	fac. term.	
DS1 Common Transport	\$0.00004	per mile	-	-	-	-		\$0.00004	per mile	-	-	-	-
	\$0.00036	fac. term.	-	-	-	-		\$0.00036	fac. term.	-	-	-	-
Local Switching LS2 (FGD)	\$0.00869	access mou	-	-	-	-		\$0.00787	access mou	-	-	-	-
Tandem Switching	\$0.00050	access mou	-	-	-	-		\$0.00074	access mou	-	-	-	-
Information Surcharge	-	-	-	-	-	-		-	-	-	-	-	-
Tandem Intermediary Charge**	\$0.002	access mou	-	-	-	-		\$0.002	access mou	-	-	-	-
Composite Rate-DS1 Dedicated	\$0.01021							\$0.00978					
Composite Rate-DS1 Tandem Sw.	\$0.01049							\$0.00991					

State(s):		N. Carolina						S. Carolina					
RATE ELEMENTS	Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per		Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per
DS1 Local Channel	-	-	\$133.81	LC	\$866.97	LC - First		-	-	\$133.81	LC	\$866.97	LC - First
DS1 Dedicated Transport	-	-	\$23.50 per mile	-	-	-		-	-	\$23.50 per mile	-	-	-
			\$90.00 fac. term.	\$100.49	fac. term.					\$90.00 fac. term.	\$100.49	fac. term.	
DS1 Common Transport	\$0.00004	per mile	-	-	-	-		\$0.00004	per mile	-	-	-	-
	\$0.00036	fac. term.	-	-	-	-		\$0.00036	fac. term.	-	-	-	-
Local Switching LS2 (FGD)	\$0.01140	access mou	-	-	-	-		\$0.01095	access mou	-	-	-	-
Tandem Switching	\$0.00074	access mou	-	-	-	-		\$0.00074	access mou	-	-	-	-
Information Surcharge	-	-	-	-	-	-		\$0.03741	100 mou	-	-	-	-
Tandem Intermediary Charge**	\$0.002	access mou	-	-	-	-		\$0.002	access mou	-	-	-	-
Composite Rate-DS1 Dedicated	\$0.01331							\$0.01323					
Composite Rate-DS1 Tandem Sw.	\$0.01344							\$0.01336					

State(s):		Tennessee					
RATE ELEMENTS	Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per	
DS1 Local Channel	-	-	\$133.81	LC	\$866.97	LC - First	
DS1 Dedicated Transport	-	-	\$23.50 per mile	-	-	-	
			\$90.00 fac. term.	\$100.49	fac. term.		
DS1 Common Transport	\$0.00004	per mile	-	-	-	-	
	\$0.00036	fac. term.	-	-	-	-	
Local Switching LS2 (FGD)	\$0.01750	access mou	-	-	-	-	
Tandem Switching	\$0.00074	access mou	-	-	-	-	
Information Surcharge	-	-	-	-	-	-	
Tandem Intermediary Charge**	\$0.002	access mou	-	-	-	-	
Composite Rate-DS1 Dedicated	\$0.01941						
Composite Rate-DS1 Tandem Sw.	\$0.01954						

\*Rates are displayed at the DS1-1.544 Mbps. level. For rates and charges applicable to other arrangement levels, refer to Section E6 of BellSouth Telecommunications, Inc.'s Intrastate Access Tariff.

\*\*The Tandem Intermediary Charge applies only to Intermediary Traffic.

-DS1 Local Channel: denotes a DS1 dedicated transport facility between the ALEC's serving wire center and the ALEC's POI, also called an Entrance Facility. This element will apply when associated with services ordered by an ALEC which utilizes a BellSouth facilities. This element is not required when an ALEC is collocated.

-DS1 Dedicated Transport: provides transmission and facility termination. The facility termination applies for each DS1 Interoffice Channel terminated. Can be used from the ALEC's serving wire center to the end users end office or from the ALEC's serving with center to the tandem.

-Common Transport: Composed of Common Transport facilities as determined by BellSouth and permits the transmission of calls terminated by BellSouth.

-Access Tandem Switching: provides function of switching traffic from or to the Access Tandem from or to the end office switch(es). The Access Tandem Switching charge is assessed on all terminating minutes of use switched at the access tandem.

## **Attachment B-2**

### **Local Interconnection Service**

**Service: Toll Switched Access**

**Description: Provides the Switched Local Channel, Switched Transport, Access Tandem Switching, local end office switching and end user termination functions necessary to complete the transmission of ALEC intrastate and interstate calls from outside the BellSouth's basic local calling area.**

**Provided in the terminating direction only. Provides trunk side access to a BellSouth tandem/end office for the ALEC's use in terminating long distance communications from the ALEC to BellSouth end users.**

**Provided at BellSouth tandem/end office as trunk side terminating switching through the use of tandem/end office trunk equipment. The switch trunk equipment may be provided with wink start-pulsing signals and answer and disconnect supervisory signaling, or without signaling when out of band signaling is provided.**

**Provided with multifrequency address or out of band signaling. Ten digits of the called party number, as appropriate, will be provided by the ALEC's equipment to a BellSouth tandem/end office.**

**State(s): All**

**Rates, Terms and Conditions:**

**In all states, rates, terms and conditions will be applied as set forth in Sections E3 and E6 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariffs and in Sections 3 and 6 of the BellSouth Telecommunication's, Inc. Interstate Access Tariff, F.C.C. No. 1.**



## Attachment B-3

### Local Interconnection Service

#### Service: Service Provider Number Portability-Remote

**Description:** Service Provider Number Portability (SPNP) is an interim service arrangement provided by BellSouth to ALECs whereby an end user, who switches subscription to local exchange service from BellSouth to an ALEC, is permitted to retain use of the existing BellSouth assigned telephone number provided that the end user remains at the same location.

SPNP-Remote is a telecommunications service whereby a call dialed to an SPNP-Remote equipped telephone number, assigned by BellSouth, is automatically forwarded to an ALEC assigned seven or ten digit telephone number within BellSouth's basic local calling area as defined in Section A3 of BellSouth's General Subscriber Service Tariff. The forwarded-to number is specified by the ALEC.

SPNP-Remote provides a single call path for the forwarding of no more than one simultaneous call to the ALEC specified forwarded-to number. Additional call paths for the forwarding of multiple simultaneous calls are available on a per path basis, and are in addition to the rate for SPNP-Remote service.

State(s):	Per Number Ported, Each	Additional Capacity for Simultaneous Call Forwarding, per Additional Path	Per Order, per end user location
	Monthly Rate	Monthly Rate	Nonrecurring Charge
Alabama	\$1.50	\$0.75	\$25.00
Florida	\$1.50 Business	\$0.50 Business	\$25.00 Business
	\$1.25 Residence	\$0.50 Residence	\$25.00 Residence
Georgia	\$1.75	\$0.75	\$25.00
Kentucky	\$1.50	\$0.75	\$25.00
Louisiana	\$1.50	\$0.75	\$25.00
Mississippi	\$1.75	\$0.75	\$25.00
N.Carolina	\$1.50	\$0.75	\$25.00
S.Carolina	\$1.50	\$0.75	\$25.00
Tennessee	\$1.75	\$0.75	\$25.00

# Attachment B-4

## Local Interconnection Service

**Service: Service Provider Number Portability-Direct Inward Dialed (DID)\***

**Description:** Service Provider Number Portability (SPNP) is an interim service arrangement provided by BellSouth to ALECs whereby an end user, who switches subscription to local exchange service from BellSouth to an ALEC is permitted to retain use of the existing BellSouth assigned telephone number provided that the end user remains at the same location.

SPNP-DID provides trunk side access to BellSouth end office switched for direct inward dialing to ALEC premises from the telecommunications network directly to lines associated with ALEC switching equipment.

SPNP-DID will be available on either a DSO, DS1 or DS3 basis.

SPNP-DID Trunk Termination will only be provided with SS7 Signaling at rates set forth in E6 of BellSouth Telecommunication's, Inc.'s Intrastate Access Tariffs.

Direct facilities are required from the BellSouth end office where a ported number resides to the ALEC end office serving the ALEC end user.

State(s):		Alabama				Florida			
RATE ELEMENTS		Monthly Recurring	Applied Per	Non- Recurring	Applied Per	Monthly Recurring	Applied Per	Non- Recurring	Applied Per
Per Number Ported - Business		\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each
Per Number Ported - Residence		\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each
Per Order		-	-	\$25.00	end user location	-	-	\$25.00	end user location
SPNP-DID Trunk Termination		\$13.00	trunk	\$160.00 \$80.00	trunk-init. trunk-sub.	\$15.00	trunk	\$170.00 \$86.00	trunk-init. trunk-sub.
DS1 Local Channel**		\$133.81	LC	\$866.97	LC - First	\$133.81	LC	\$866.97	LC - First
DS1 Dedicated Transport**		\$23.50	per mile	\$486.83	LC - Add'l	\$18.75	per mile	\$486.83	LC - Add'l
		\$90.00	fac. term.	\$100.49	fac. term.	\$59.75	fac. term.	\$100.49	fac. term.

State(s):		Georgia				Kentucky			
RATE ELEMENTS		Monthly Recurring	Applied Per	Non- Recurring	Applied Per	Monthly Recurring	Applied Per	Non- Recurring	Applied Per
Per Number Ported - Business		\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each
Per Number Ported - Residence		\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each
Per Order		-	-	\$25.00	end user location	-	-	\$25.00	end user location
SPNP-DID Trunk Termination		\$14.00	trunk	\$165.00 \$83.00	trunk-init. trunk-sub.	\$13.00	trunk	\$150.00 \$80.00	trunk-init. trunk-sub.
DS1 Local Channel**		\$133.81	LC	\$866.97	LC - First	\$133.81	LC	\$866.97	LC - First
DS1 Dedicated Transport**		\$23.50	per mile	\$486.83	LC - Add'l	\$23.50	per mile	\$486.83	LC - Add'l
		\$90.00	fac. term.	\$100.49	fac. term.	\$90.00	fac. term.	\$100.49	fac. term.

\* Rates are displayed at the DS1-1.544 Mbps. level. For rates and charges applicable to other arrangement levels, refer to Section E6 of BellSouth's Intrastate Access Tariffs.

\*\*May not be required if the ALEC is collocated at the ported number end office.

## Attachment B-4

## Local Interconnection Service

Service: Service Provider Number Portability-Direct Inward Dialed (DID)\* (Cont'd)

State(s):

Louisiana

Mississippi

RATE ELEMENTS	Monthly Recurring	Applied Per	Non- Recurring	Applied Per	Monthly Recurring	Applied Per	Non- Recurring	Applied Per
Per Number Ported - Business	\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each
Per Number Ported - Residence	\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each
Per Order	--	--	\$25.00	end user location	--	--	\$25.00	end user location
SPNP-DID Trunk Termination	\$13.00	trunk	\$170.00	trunk-init. \$86.00 trunk-sub.	\$13.00	trunk	\$150.00	trunk-init. \$80.00 trunk-sub.
DS1 Local Channel**	\$133.81	LC	\$866.97	LC - First \$486.83 LC - Add'l	\$133.81	LC	\$866.97	LC - First \$486.83 LC - Add'l
DS1 Dedicated Transport**	\$16.75	per mile	--	--	\$23.50	per mile	--	--
	\$59.75	fac. term.	\$100.49	fac. term.	\$90.00	fac. term.	\$100.49	fac. term.

State(s):

N.Carolina

S.Carolina

RATE ELEMENTS	Monthly Recurring	Applied Per	Non- Recurring	Applied Per	Monthly Recurring	Applied Per	Non- Recurring	Applied Per
Per Number Ported - Business	\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each
Per Number Ported - Residence	\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each
Per Order	--	--	\$25.00	end user location	--	--	\$25.00	end user location
SPNP-DID Trunk Termination	\$13.00	trunk	\$160.00	trunk-init. \$83.00 trunk-sub.	\$13.00	trunk	\$164.00	trunk-init. \$81.00 trunk-sub.
DS1 Local Channel**	\$133.81	LC	\$866.97	LC - First \$486.83 LC - Add'l	\$133.81	LC	\$866.97	LC - First \$486.83 LC - Add'l
DS1 Dedicated Transport**	\$23.50	per mile	--	--	\$23.50	per mile	--	--
	\$90.00	fac. term.	\$100.49	fac. term.	\$90.00	fac. term.	\$100.49	fac. term.

State(s):

Tennessee

RATE ELEMENTS	Monthly Recurring	Applied Per	Non- Recurring	Applied Per
Per Number Ported - Business	\$0.01	each	\$1.00	each
Per Number Ported - Residence	\$0.01	each	\$1.00	each
Per Order	--	--	\$25.00	end user location
SPNP-DID Trunk Termination	\$13.00	trunk	\$164.00	trunk-init. \$83.00 trunk-sub.
DS1 Local Channel**	\$133.81	LC	\$866.97	LC - First \$486.83 LC - Add'l
DS1 Dedicated Transport**	\$23.50	per mile	--	--
	\$90.00	fac. term.	\$100.49	fac. term.

\*Rates are displayed at the DS1-1.544 Mbps. level. For rates and charges applicable to other arrangement levels, refer to Section E6 of BellSouth Telecommunication's Inc.'s Intrastate Access Tariff.

\*\*May not be required if the ALEC is collocated at the ported number end office.

## **Attachment C-1**

### **Unbundled Products and Services and New Services**

**Service: Subscriber Listing Information**

**Description:** Subscriber primary listing information provided at no charge and in an acceptable format will be published at no charge as standard directory listings in an alphabetical directory published by or for BellSouth at no charge to each ALEC end user customer.

**State(s): All**

**Rates:**

- (1) No charge for ALEC-1 customer primary listings.**
- (2) Additional listings and optional listings may be provided by BellSouth at rates set forth in BellSouth's intrastate General Subscriber Services Tariffs.**

## **Attachment C-2**

### **Unbundled Products and Services and New Services**

**Service: Access to Numbers**

**Description:** For that period of time in which BellSouth serves as North American Numbering Plan administrator for the states in the BellSouth region, BellSouth will assist ALECs applying for NXX codes for their use in providing local exchange services.

**State(s): All**

**Rates: No Charge**

## **Attachment C-3**

### **Unbundled Products and Services and New Services**

**Service: Access to 911 Service**

**Description: Provides a universal, easy-to-remember number which is recognized nationally as the appropriate number to call in an emergency.**

**Additionally, ALEC-1 must provide a minimum of two dedicated trunk groups originating from ALEC-1's serving wire center and terminating to the appropriate 911 tandem. These facilities, consisting of a Switched Local Channel from ALEC-1's point of interface to it's serving wire center and Switched Dedicated Transport to the 911 tandem, may be purchased from BellSouth at the Switched Dedicated Transport rates set forth in Section E6 of BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariffs.**

**State(s): All**

**Rates: Will be billed to appropriate municipality.**

## **Attachment C-4**

### **Unbundled Products and Services and New Services**

#### **Service: 800 Database**

**Description:** Provides for utilization of the BellSouth 800 Service Control Points for obtaining 800 Service routing information.

800 Database service is provided using a common nationwide 800 Database. The BellSouth network components utilized in the provision of this service are the Service Switching Point (SSP), the Common Channel Signaling Seven Network, the Signal Transfer Point (STP), and the Service Control Point (SCP). Additionally, the Service Management System functions nationally as the central point for the administration of all 800 numbers and downloads 800 number information to BellSouth's SCPs.

ALEC's with STPs will be able to connect directly to BellSouth local or regional STP for obtaining 800 database routing information from BellSouth's SCP and will not be required to order FGD or TSBSA Technical Option 3 Service. For this connection the ALECs may utilize Signaling System Seven Terminations interconnected in Birmingham, AL and Atlanta, GA with BellSouth's local or regional STP.

**State(s):** All

#### **Rates, Terms and Conditions:**

In all states, the 800 Database rates, terms and conditions will be applied as set forth in Sections E2, E5, E6 and E13 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariffs.

## **Attachment C-5**

### **Unbundled Products and Services and New Services**

#### **Service: Line Information Database (LIDB)- Storage Agreement**

**Description:** The LIDB Storage Agreement provides the terms and conditions for inclusion in BellSouth's LIDB of billing number information associated with BellSouth exchange lines used for Local Exchange Companies' resale of local exchange service or Service Provider Number Portability arrangements requested Local Exchange Companies' on behalf of the Local Exchange company's end user. BellSouth will store in it's database, the relevant billing number information and will provide responses to on-line, call-by-call queries to this information for purposes of Billed Number Screening, Calling Card Validation and Fraud Control.

Each time an ALECs data is used BellSouth will compensate that ALEC at a rate of 40% of BellSouth's LIDB Validation rate per query as displayed in Attachment C-6 following.

**State(s): All**

**Rates: No Charge**



**LINE INFORMATION DATA BASE (LIDB)  
STORAGE AGREEMENT**

This Agreement, effective as of \_\_\_\_\_, 1996, is entered into by and between BellSouth Telecommunications, Inc. ("BST"), a Georgia corporation, and \_\_\_\_\_ ("Local Exchange Company"), a \_\_\_\_\_ corporation. their fully authorized officers.

WHEREAS, in consideration of the mutual covenants, agreements and obligations set forth below, the parties hereby agree as follows:

**I. SCOPE**

A. This Agreement sets forth the terms and conditions pursuant to which BST agrees to store in its LIDB certain information at the request of the Local Exchange Company and pursuant to which BST, its LIDB customers and Local Exchange Carrier shall have access to such information. Local Exchange Carrier understands that BST provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Local Exchange Carrier, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum No. 1 are hereby made a part of this Agreement as if fully incorporated herein.

3. LIDB is accessed for the following purposes:

1. Billed Number Screening
2. Calling Card Validation
3. Fraud Control

C. BST will provide seven days per week, 24-hours per day, fraud control and detection services. These services include, but are not limited to, such features as sorting Calling Card Fraud detection according to domestic or international calls in order to assist the pinpointing of possible theft or fraudulent use of Calling Card numbers; monitoring bill-to-third number and collect calls made to numbers in BST's LIDB, provided such information is included in the LIDB query, and establishing Account Specific Thresholds, at BST's sole discretion, when necessary. Local Exchange Company understands and agrees BST will administer all data stored in the LIDB, including the data provided by Local Exchange Company pursuant to this Agreement, in the same manner as BST's data for BST's end user customers. BST shall not be responsible to Local Exchange Company for any lost revenue which may result from BST's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BST in its sole discretion from time to time.

Local Exchange Company understands that BST currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Local Exchange Company further understands that these billing and collection customers of BST query BST's LIDB to determine whether to accept various billing options from end users. Additionally, Local Exchange Company understands that presently BST has no method to differentiate between BST's own billing and line data in the LIDB and such data which it

includes in the LIDB on Local Exchange Company's behalf pursuant to this Agreement.

Therefore, until such time as BST can and does implement in its LIDB and its supporting systems the means to differentiate Local Exchange Company's data from BST's data and the parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

(a) The Local Exchange Company agrees that it will accept responsibility for telecommunications services billed by BST for its billing and collection customers for Local Exchange Customer's end user accounts which are resident in LIDB pursuant to this Agreement. Local Exchange Company authorizes BST to place such charges on Local Exchange Company's bill from BST and agrees that it shall pay all such charges. Charges for which Local Exchange Company hereby takes responsibility include, but are not limited to, collect and third number calls.

(b) Charges for such services shall appear on a separate BST bill page identified with the name of the entity for which BST is billing the charge.

(c) Local Exchange Company shall have the responsibility to render a billing statement to its end users for these charges, but Local Exchange Company's obligation to pay BST for the charges billed shall be independent of whether Local Exchange Company is able or not to collect from the Local Exchange Company's end users.

(d) BST shall not become involved in any disputes between Local Exchange Company and the entities for which BST performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to Local Exchange Company. It shall

be the responsibility of the Local Exchange Company and the other entity to negotiate and arrange for any appropriate adjustments.

## **II. TERM**

This Agreement will be effective as of \_\_\_\_\_, 19\_\_\_\_, and will continue in effect for one year, and thereafter may be continued until terminated by either party upon thirty (30) days written notice to the other party.

## **III. FEES FOR SERVICE AND TAXES**

A. The Local Exchange Company will not be charged a fee for storage services provided by BST to the Local Exchange Company, as described in Section I of this Agreement.

B. Sales, use and all other taxes (excluding taxes on BST's income) determined by BST or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by the Local Exchange Company. The Local Exchange Company shall have the right to have BST contest with the imposing jurisdiction, at the Local Exchange Company's expense, any such taxes that the Local Exchange Company deems are improperly levied.

## **IV. INDEMNIFICATION**

To the extent not prohibited by law, each party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying party or its agents or contractors in connection with the indemnifying party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this Agreement shall be limited as otherwise

specified in this Agreement. The indemnifying party under this Section agrees to defend any suit brought against the other party for any such loss, cost, claim, injury or liability. The indemnified party agrees to notify the other party promptly, in writing, of any written claims, lawsuits, or demands for which the other party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying party shall not be liable under this Section for settlement by the indemnified party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying party has unreasonably failed to assume such defense.

#### **V. LIMITATION OF LIABILITY**

Neither party shall be liable to the other party for any lost profits or revenues or for any, indirect, incidental or consequential damages incurred by the other party arising from this Agreement or the services performed or not performed hereunder, regardless of the cause of such loss or damage.

#### **VI. MISCELLANEOUS**

A. It is understood and agreed to by the parties that BST may provide similar services to other companies.

B. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either party to violate any such legal or regulatory requirement and either party's obligation to perform shall be subject to all such requirements.

C. The Local Exchange Company agrees to submit to BST all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BST's corporate or trade names, logos, trademarks or service marks or those of BST's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and the Local Exchange Company further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BST's prior written approval.

D. This Agreement constitutes the entire agreement between the Local Exchange Company and BST which supersedes all prior agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

E. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.

F. Neither party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

G. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their fully authorized officers.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THE LOCAL EXCHANGE COMPANY

By: [Signature]  
Title: PRESIDENT  
Date: 4-28-1997  
Address: ALEC, INC.  
1158 Jefferson  
Paducah, KY 42001

*(Facilities Based)*

**ADDENDUM NO. 1  
TO LINE INFORMATION DATA BASE (LIDB)  
STORAGE AGREEMENT**

This Addendum No. 1 to the Line Information Data Base Storage Agreement dated \_\_\_\_\_, 199 \_\_, between BellSouth Telecommunications, Inc. ("BST"), and \_\_\_\_\_ ("Local Exchange Company"), effective the \_\_\_\_ day of \_\_\_\_\_, 199 \_\_

**I. GENERAL**

This Addendum sets forth the terms and conditions for Local Exchange Company's provision of billing number information to BST for inclusion in BST's LIDB. BST will store in its LIDB the billing number information provided by Local Exchange Company, and BST will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

**II. DEFINITIONS**

A. **Billing number** - a number that the Local Exchange Company creates for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.

B. **Line number** - a ten digit number that identifies a telephone line administered by the Local Exchange Company.

C. **Special billing number** - a ten digit number that identifies a billing account established by the Local Exchange Company.



- D. **Calling Card number** - a billing number plus PIN number.
- E. **PIN number** - a four digit security code assigned by the Local Exchange Company which is added to a billing number to compose a fourteen digit calling card number.
- F. **Toll billing exception indicator** - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Local Exchange Company.
- G. **Billed Number Screening** - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.
- H. **Calling Card Validation** - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
- I. **Billing number information** - information about billing number, Calling Card number and toll billing exception indicator provided to BST by the Local Exchange Company.

### **III. RESPONSIBILITIES OF PARTIES**

- A. **The Local Exchange Company will provide its billing number information to BST's LIDB each business day by a method that has been mutually agreed upon by both parties.**
- B. **BST will store in its LIDB the billing number information provided by the Local Exchange Company. Under normal operating conditions, BST shall include the Local Exchange Company's billing number information in its LIDB no later than two business days following BST's receipt of such billing number information, provided that BST shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused**

by circumstances or conditions beyond BST's reasonable control. BST will store in its LIDB an unlimited volume of the Local Exchange Company's working telephone numbers.

C. BST will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.

D. BST is authorized to use the billing number information provided by the Local Exchange Company to perform the following functions for authorized users on an on-line basis:

1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by the Local Exchange Company, and where the last four digits (PIN) are a security code assigned by the Local Exchange Company.

2. Determine whether the Local Exchange Company or the subscriber has identified the billing number as one which should not be billed for collect or third number calls, or both.

E. The Local Exchange Company will provide its own billing number information to BST for storage and to be used for Billed Number Screening and Calling Card Validation. The Local Exchange Company will arrange and pay for transport of updates to BST.

#### IV. COMPLIANCE

Unless expressly authorized in writing by the Local Exchange Company, all billing number information provided pursuant to this Addendum shall be used for no purposes other than those set forth in this Addendum.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their fully authorized officers.

#### BELLSOUTH TELECOMMUNICATIONS, INC

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### THE LOCAL EXCHANGE COMPANY

By: [Signature]  
Title: President  
Date: 4-28-1997  
Address: ALGC, Inc.  
1158 Jefferson  
Paducah, KY 42001

*(Resale)*

**ADDENDUM NO. 1  
TO LINE INFORMATION DATA BASE (LIDB)  
STORAGE AGREEMENT**

This Addendum No. 1 to the Line Information Data Base Storage Agreement dated \_\_\_\_\_, 199 \_\_, between BellSouth Telecommunications, Inc. ("BST"), and \_\_\_\_\_ ("Local Exchange Company"), effective the \_\_\_\_ day of \_\_\_\_\_, 199 \_\_.

**I. GENERAL**

This Addendum sets forth the terms and conditions for Local Exchange Company's provision of billing number information to BST for inclusion in BST's LIDB. BST will store in its LIDB the billing number information provided by Local Exchange Company, and BST will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

**II. DEFINITIONS**

- A. **Billing number** - a number used by BST for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- B. **Line number** - a ten digit number assigned by BST that identifies a telephone line associated with a resold local exchange service, or with a SPNP arrangement.

- C. Special billing number - a ten digit number that identifies a billing account established by BST in connection with a resold local exchange service or with a SPNP arrangement.
- D. Calling Card number - a billing number plus PIN number assigned by BST.
- E. PIN number - a four digit security code assigned by BST which is added to a billing number to compose a fourteen digit calling card number.
- F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Local Exchange Company.
- G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.
- H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
- I. Billing number information - information about billing number or Calling Card number as assigned by BST and toll billing exception indicator provided to BST by the Local Exchange Company.

### **III. RESPONSIBILITIES OF PARTIES**

- A. BST will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. The Local Exchange Company will request any toll billing exceptions via the Local Service Request (LSR) form used to order resold exchange lines, or the SPNP service request form used to order SPNP arrangements.

B. Under normal operating conditions, BST shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that BST shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BST's reasonable control. BST will store in its LIDB an unlimited volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements, BST will issue line-based calling cards only in the name of Local Exchange Company. BST will not issue line-based calling cards in the name of Local Exchange Company's individual end users. In the event that Local Exchange Company wants to include calling card numbers assigned by the Local Exchange Company in the BST LIDB, a separate agreement is required.

C. BST will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.

D. BST is authorized to use the billing number information to perform the following functions for authorized users on an on-line basis:

1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BST, and where the last four digits (PIN) are a security code assigned by BST.
2. Determine whether the Local Exchange Company has identified the billing number as one which should not be billed for collect or third number calls, or both.

#### IV. COMPLIANCE

Unless expressly authorized in writing by the Local Exchange Company, all billing number information provided pursuant to this Addendum shall be used for no purposes other than those set forth in this Addendum.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their fully authorized officers.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THE LOCAL EXCHANGE COMPANY

By: J. Lauff  
Title: President  
Date: 4.28.97  
Address: ALEC Inc  
1158 Jefferson  
Purdum, Ky 42061

## Attachment C-6

### Unbundled Products and Services and New Services

**Service:** Line Information Database Access Service (LIDB) - Validation

**Description:** Provides a customer the ability to receive validation of billing information through query of data stored in BellSouth's LIDB data base. See below for additional information.

**State(s):** All

Rate Elements	Description	Monthly	Non-Recurring
LIDB Common Transport	Provides for transport of the customer's query from the LIDB Location (RSTP) to the data base (SCP). This charge will apply each time the customer requests and receives validation of a BellSouth calling card or requests and receives the status of a billed number associated with a LEC line stored in the BellSouth LIDB.	\$0.00030	--
LIDB Validation	Provides for query of data resident in BellSouth's LIDB. This rate will apply each time a customer requests and receives validation of LEC calling card or requests and receives the status of a billed number associated with a LEC line stored in BellSouth's LIDB.  As set forth in Attachment C-5 (LIDB Storage Agreement), preceding, each time an ALEC data is used, BellSouth will compensate that ALEC at a rate of 40% of BellSouth's LIDB Validation rate per query.	\$0.03800	--
Originating Point Code Establishment or Change	Provides for the establishment or change of a customer requested Originating Point Code. This charge will apply each time the customer establishes or changes a point code destination identifying one of his locations or a location of one of his end users.	--	\$91.00
CCS7 Signaling Connections	Rates, terms and conditions for CCS7 Signaling Connections are as set forth in Section E6.8 of BellSouth Telecommunication's Inc.'s Intrastate Access Services Tariff.		



## Attachment C-7

### Unbundled Products and Services and New Services

**Service: Signaling**

**Description:** Provides for connection to and utilization of BellSouth's Signaling System 7 network for both call setup and non-call setup purposes.

**State(s): All**

Rate Elements	Monthly Rate	Recurring Rate	Non-Recurring	Applied Per
<b>CCS7 Signaling Connection</b> - Provides a two-way digital 56 Kbps dedicated facility connecting a customer's signaling point of interface in a LATA to a BellSouth STP. Each customer's connection requires either a pair or a quad of signaling connections.	\$155.00	--	\$510.00	56 Kbps facility
<b>CCS7 Signaling Termination</b> - Provides a customer dedicated point of interface at the BellSouth STP for each of the customer's SS7 connections.	\$355.00	--	--	STP Port
<b>CCS7 Signaling Usage*</b> - Refers to the messages traversing the BellSouth signaling network for call set-up and non call set-up purposes.	--	\$0.000023 \$0.000050	--	Call Set Up Msg. TCAP Msg.
<b>CCS7 Signaling Usage Surrogate*</b>	\$395.00	--	--	56 Kbps facility
*Where signaling usage measurement and billing capability exists, CCS7 Signaling Usage will be billed on a per message basis. Where measurement capability does not exist, CCS7 Signaling Usage Surrogate will be billed on a per 56 Kbps facility basis.				

## Attachment C-8

### Unbundled Products and Services and New Services

#### Service: Operator Call Processing Access Service

**Description:** Provides Operator and Automated call handling. This includes processing and verification of alternate billing information for collect, calling card, and billing to a third number. Operator Call Processing Access Service also provides customized call branding; dialing instructions; and other operator assistance the customer may desire.

Rate Elements	State(s)	Monthly Recurring	Applied Per
<b>Operator Provided Call Handling</b>	All	\$1.17	Per Work Minute
<b>Call Completion Access Termination Charge</b> This charge will be applicable per call attempt and is in addition to the Operator Provided Call Handling charge listed above.	Alabama	\$0.06	Per Call Attempt
	Florida	\$0.06	Per Call Attempt
	Georgia	\$0.06	Per Call Attempt
	Kentucky	\$0.06	Per Call Attempt
	Louisiana	\$0.06	Per Call Attempt
	Mississippi	\$0.06	Per Call Attempt
	N. Carolina	\$0.08	Per Call Attempt
	S. Carolina	\$0.08	Per Call Attempt
	Tennessee	\$0.12	Per Call Attempt
<b>Fully Automated Call Handling</b>	All	\$0.15	Per Attempt
<b>Operator Services Transport</b> Operator Services transport rates, terms and conditions are as set forth in E6 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariff.			

## Attachment C-9

### Unbundled Products and Services and New Services

**Service: Directory Assistance Access Service (Number Services)**

**Description: See below**

Rate Elements	Description	State(s)	Monthly Rate
<b>Directory Assistance Call Completion Access Service</b>	Optional service provided to an Access subscriber of BellSouth's DA Access Service.  Given a listed telephone number at the request of an Access subscriber's end user, BellSouth will provide or attempt to provide from the DA Operator System, call completion to the number requested.  All local and intralata call completion attempts are routed over an intertoll trunk facility directly to the terminating end office that serves the designated number. An Automatic Message Account (AMA) record that includes conversation time, originating, terminating, and billing number details is made for each call completion attempt. This record is in addition to the record made for the DA transaction.	All	\$0.25 per call attempt
<b>Call Completion Access Termination Charge</b>	This charge will be applicable per call attempt and is in addition to the DACC Access Service charge listed above.	Alabama Florida Georgia Kentucky Louisiana Mississippi N. Carolina S. Carolina Tennessee	\$0.06 \$0.06 \$0.06 \$0.06 \$0.06 \$0.06 \$0.08 \$0.08 \$0.12
<b>Number Services Intercept Access Service</b>	Number Services Intercept Access refers calls from disconnected numbers to the proper number or numbers.  A separate dedicated intercept trunk facility to the Number Services switch for intercept calls is required. Standard trunk signaling is used to send the intercepted number to the Number Services switch and a database hook-up is performed to retrieve the referral number. The referral number is provided to the calling party by a mechanized audio announcement. The subscribing Access customer must provide the updates to the intercept database to support the service.	All	\$0.25 (per intercept query)
<b>Directory Assistance Service Call</b>	Rates, terms and conditions will be applied as set forth in E9.1.7 for Georgia and as set forth in E9.5.3 for AL, FL, KY, LA, MS, NC, SC, TN of BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariff.		
<b>Directory Transport</b>	Rates, terms and conditions will be applied as set forth in E9.1.7 for Georgia and as set forth in E9.5.3 for AL, FL, KY, LA, MS, NC, SC, TN of BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariff.		
<b>Directory Assistance Interconnection</b>	Rates, terms and conditions will be applied as set forth in E9.1.7 for Georgia and as set forth in E9.5.3 for AL, FL, KY, LA, MS, NC, SC, TN of BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariff.		
<b>Directory Assistance Database Service</b>	Rates, terms and conditions will be applied as set forth in A38.1 of BellSouth Telecommunication's Inc.'s General Subscriber Service Tariff.		
<b>Direct Access to DA Service</b>	Rates, terms and conditions will be applied as set forth in Section 9.3 of BellSouth Telecommunication's, Inc.'s Interstate Access Service Tariff F.C.C. No. 1		

**Attachment C-10**

**Unbundled Products and Services and New Services**

**Service: Busy Line Verification and Emergency Interrupt**

**Description: BellSouth will provide Inward Operator Service for Busy Line Verification and Verification and Emergency Interrupt.**

**State(s): All**

**Rates, Terms and Conditions: In all states, rates, terms and conditions will be applied as set forth in Section E18 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariff.**

## Attachment C-11

### Unbundled Products and Services and New Services

**Service: Centralized Message Distribution System - Hosting (CMDS-Hosting)**

**Description: CMDS-Hosting is the Bellcore administered national system used to exchange Exchange Message Record (EMR) formatted message data among host companies.**

**All intraLATA and local messages originated and billed in the BellSouth Region involving BellSouth CMDS hosted companies will be processed through the Non-Sent Paid Report System described in Attachment C-12 following.**

**State(s): All**

Rate Elements	Description	Monthly
Message Distribution	Message Distribution is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate. This charge is applied on a per message basis.	\$0.004
Data Transmission	This charge is applied on a per message basis.	\$0.001

## Attachment C-12

### Unbundled Products and Services and New Services

#### Service: Non-Sent Paid Report System (NSPRS)

**Description:** NSPRS includes: 1) a mechanized report system that provides to the BellSouth CMDs hosted companies within the BellSouth Region information regarding Non-Sent Paid message and revenue occurring on calls originated and billed within the BellSouth region; 2) distribution of Bellcore produced Credit Card and Third Number System (CATS) reports and administration of associated elements; 3) distribution of Bellcore produced non-conterminous CATS reports and administration of associated settlements.

**State(s):** All

Rate Elements	Billing and Collections Fee Retained by Billing Co.	Applied Per
NSPRS - intrastate FL and NC	\$0.066	message
NSPRS - intrastate all other BellSouth states	\$0.05	message
NSPRS - CATS	\$0.05	message
NSPRS - non-conterminous	\$0.16	message

## Contract Provisions for RAO Hosting and NSPRS

### SECTION 1. SCOPE OF AGREEMENT

- 1.01 This Agreement shall apply to the services of Revenue Accounting Office (RAO) Hosting and the Non-Sent Paid Report System (NSPRS) as provided by BellSouth to the ALEC. The terms and conditions for the provisions of these services are outlined in the Exhibits to this Agreement.

### SECTION 2. DEFINITIONS

- 2.01 A. Centralized Message Distribution System is the BellCore administered national system, based in Kansas City, Missouri, used to exchange Exchange Message Record (EMR) formatted data among host companies.
- B. Compensation is the amount of money due from BellSouth to the ALEC or from the ALEC to BellSouth for services and/or facilities provided under this Agreement.
- C. Exchange Message Record is the nationally administered standard format for the exchange of data among Exchange Carriers within the telecommunications industry.
- D. Intercompany Settlements (ICS) is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred. ICS on a national level includes third number and credit card calls. ICS within the BellSouth region includes third number, credit card and collect calls.
- E. Message Distribution is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate.
- F. Non-Sent Paid Report System (NSPRS) is the system that calculates ICS amounts due from one company to another in the state of Florida.
- G. Revenue Accounting Office (RAO) Status Company is a local exchange company/alternate local exchange company that has been assigned a unique RAO code. Message data exchanged among RAO status companies is grouped (i.e. packed) according to From/To/Bill RAO combinations.

### SECTION 3. RESPONSIBILITIES OF THE PARTIES

- 3.01 RAO Hosting and NSPRS services provided to the ALEC by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.
- 3.02 The ALEC shall furnish all relevant information required by BellSouth for the provision of RAO Hosting and NSPRS.

## SECTION 4. COMPENSATION ARRANGEMENTS

- 4.01 Applicable compensation amounts will be billed by BellSouth to the ALEC on a monthly basis in arrears. Amounts due from one party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.

## SECTION 5. ASSOCIATED EXHIBITS

- 5.01** Listed below are the exhibits associated with this Agreement.

Exhibit A	Message Distribution Service (RAO Hosting)
Exhibit B	Intercompany Settlements (NSPRS)

- 5.02 From time to time by written agreement of the parties, new Exhibits may be substituted for the attached Exhibits, superseding and canceling the Exhibits then in effect.

## SECTION 6. TERM OF AGREEMENT

- 6.01 This agreement is effective \_\_\_\_\_ and will continue in force until terminated, with or without cause, by thirty (30) days prior notice in writing from either party to the other. This Agreement may be amended from time to time upon written agreement of the parties.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 199 .

WITNESS: THE ALEC

\_\_\_\_\_ (title)

WITNESS: BELLSOUTH TELECOMMUNICATIONS, INC.

(title)



## SECTION 1. SCOPE OF EXHIBIT

- 1.01 This exhibit specifies the terms and conditions, including compensation, under which BellSouth shall provide message distribution service to the ALEC. As described herein, message distribution service includes the following:
- 1) Message Forwarding to intraregion LEC/ALEC - function of receiving an ALEC message and forwarding the message to another LEC/ALEC in the BellSouth region.
  - 2) Message Forwarding to CMDS - function of receiving an ALEC message and forwarding that message on the CMDS.
  - 3) Message Forwarding from CMDS - function of receiving a message from CMDS and forwarding that message to the ALEC.

## SECTION 2. RESPONSIBILITIES OF THE PARTIES

- 2.01 An ALEC that is CMDS hosted by BellSouth must have its own unique RAO code. Requests for establishment of RAO status where BellSouth is the selected CMDS interfacing host, require written notification from the ALEC to BellSouth at least six (6) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the parties with consideration given to time necessary for the completion of required BellCore functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently BellCore, on behalf of the ALEC and will coordinate all associated conversion activities.
- 2.02 BellSouth will receive messages from the ALEC that are to be processed by BellSouth, another LEC/ALEC in the BellSouth region or a LEC outside the BellSouth region.
- 2.03 BellSouth will perform invoice sequence checking, standard EMR format editing and balancing of message data with the EMR trailer record counts on all data received from the ALEC.
- 2.04 All data received from the ALEC that is to be processed or billed by another LEC/ALEC within the BellSouth region will be distributed to that LEC/ALEC in accordance with the agreement(s) which may be in effect between BellSouth and the involved LEC/ALEC.
- 2.05 All data received from the ALEC that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently BellCore).
- 2.06 BellSouth will receive messages from the CMDS network that are destined to be processed by the ALEC and will forward them to the ALEC on a daily basis.

- 2.07 Transmission of message data between BellSouth and the ALEC will be via electronic data transmission.
- 2.08 All messages and related data exchanged between BellSouth and the ALEC will be formatted in accordance with accepted industry standards for EMR formatted records and packed between appropriate EMR header and trailer records, also in accordance with accepted industry standards.
- 2.09 The ALEC will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.
- 2.10 Should it become necessary for the ALEC to send data to BellSouth more than sixty (60) days past the message date(s), that ALEC will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and the ALEC to notify all affected parties.
- 2.11 In the event that data to be exchanged between the two parties should become lost or destroyed, both parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible party (BellSouth or the ALEC) identified and agreed to, the company responsible for creating the data (BellSouth or the ALEC) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible party will be liable to the other party for any resulting lost revenue. Lost revenue may be a combination or revenues that could not be billed to the end users and associated access revenues. Both parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible party to the other party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the parties.
- 2.12 Should an error be detected by the EMR format edits performed by BellSouth on data received from the ALEC, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify the ALEC of the error condition. The ALEC will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, the ALEC will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 2.13 In association with message distribution service, BellSouth will provide the ALEC with associated intercompany settlements reports (national and regional) as appropriate.
- 2.14 In no case shall either party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this agreement.

### SECTION 3. COMPENSATION

- 3.01 For message distribution service provided by BellSouth for the ALEC, BellSouth shall receive the following as compensation:

Rate Per Message      \$0.004

- 3.02 For data transmission associated with message distribution service, BellSouth shall receive the following as compensation:

Rate Per Message      \$0.001

- 3.03 Data circuits (private line or dial-up) will be required between BellSouth and the ALEC for the purpose of data transmission. Where a dedicated line is required, the ALEC will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. The ALEC will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to the ALEC. Additionally, all message toll charges associated with the use of the dial circuit by the ALEC will be the responsibility of the ALEC. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties.
- 3.04 All equipment, including modems and software, that is required on the ALEC end for the purpose of data transmission will be the responsibility of the ALEC.

## SECTION 1. SCOPE OF EXHIBIT

- 1.01 This Exhibit specifies the terms and conditions, including compensation, under which BellSouth and the ALEC will compensate each other for intercompany Settlements (ICS) messages.

## SECTION 2. RESPONSIBILITIES OF THE PARTIES

- 2.01 BellSouth will remit to the ALEC the revenue, less a billing charge, for intraLATA ICS messages, Local ICS messages, and charges for other services when related messages and/or services are provided by the ALEC and billed to:
- 1) a BellSouth customer.
  - 2) another company within the BellSouth region (excluding Florida) associated with the exchange of message data with BellSouth (excluding CIID and 891 messages).
  - 3) another company within the conterminous United States that utilizes CMDS directly or indirectly and settles with BellSouth directly or indirectly through the Credit Card and Third Number Settlement System (CATS) administered by BellCore.
  - 4) another company utilizing the non-conterminous RAO codes associated with AT&T's Transport and Tracking Intercompany System settlements with BellSouth.
- 2.02 These other services include, but are not limited to:
- 1) Maritime Mobile Radiotelephone Services radio link charges as set forth in the FCC's Maritime Mobile Radiotelephone Services tariff.
  - 2) Aviation Radiotelephone Service radio link charges as set forth in the FCC's Aviation Radiotelephone Service tariff.
  - 3) Public Land Mobile Radiotelephone Transient-Unit Non-Toll Service charges as approved by the authorized state regulatory commission (or municipal regulatory authority).
  - 4) Non-Toll Service Charges billed to a calling card or to a third number as filed with and approved by the authorized state regulatory commission (or municipal regulatory authority).
  - 5) Directory Assistance Call Charges to a calling card or to a third number as approved by the authorized regulatory commission.

2.03 The ALEC will bill, collect and remit to BellSouth the charges for intraLATA and/or local ICS messages and other services as described above where such messages and/or services are provided by:

- 1) BellSouth,
- 2) another company within the BellSouth region (excluding Florida) associated with the exchange of message data with BellSouth (excluding CIID and 891 messages),
- 3) another company within the conterminous United States that utilizes CMDS directly or indirectly and settles with BellSouth directly or indirectly through the Credit Card and Third Number Settlement System (CATS).

2.04 For ICS revenues involving the ALEC and other non-BellSouth LECs/ALECs within the state, BellSouth will provide the ALEC with monthly reports summarizing the ICS revenues for messages that originated with the ALEC and were billed by each of the other Florida LECs/ALECs and those messages that originated with each of the other Florida LECs/ALECs and were billed by the ALEC.

### SECTION 3. COMPENSATION

3.01 The following compensation shall be retained by the billing company for the billing of ICS messages and services:

	<u>Rate Per Message</u>
1) Calls originated and billed in Florida or originated and billed in North Carolina	\$0.0666
Calls originated in any of the states within BellSouth region and billed in that same state	\$0.05
2) Calls originated in a state within BellSouth's region and billed in another state or originated in another state and billed in a state within BellSouth's region	\$0.05
3) Calls originated in a state within BellSouth's region and billed outside the conterminous United States	\$0.16

**Attachment C-13**

**Unbundled Products and Services and New Services**

**Service: Virtual Collocation**

**Description:** Virtual Expanded Interconnection Service (VEIS) provides for location interconnection in collocator-provided/BellSouth leased fiber optic facilities to BellSouth's switched and special access services, and local interconnection facilities.

**Rates, Terms and Conditions:**

**State(s): All except Florida:** In all states except Florida, the rates, terms and conditions will be applied as set forth in Section 20 of BellSouth Telecommunication's, Inc. Interstate Access Service Tariff, FCC No. 1.

**State: Florida** In the state of Florida, the rates, terms and conditions will be applied as set forth in Section E20 of BellSouth Telecommunication's, Inc. Intrastate Access Service Tariff.

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**Service: Physical Collocation**

**Description:** Per FCC - (10/19/92 FCC Order, para 39)  
Physical Collocation is whereby "the interconnection party pays for LEC central office space in which to locate the equipment necessary to terminate its transmission links, and has physical access to the LEC central office to install, maintain, and repair this equipment."

**State(s): All**

**Rates, Terms and Conditions:** To be negotiated

**Attachment C-14**

**Unbundled Products and Services and New Services**

**Service: Poles, Ducts, Conduits and Rights of Way**

**State(s): All**

**Rates, terms and conditions: This service will be provided via a Standard License Agreement.**

## Attachment C-15

## Unbundled Products and Services and New Services

## Service: Unbundled Exchange Access Loop

Description: Provides the connection from the serving central office to a subscriber's premises. It is engineered to meet the same parameters as a residence or business exchange access line.

Information relative to multiplexing of the Unbundled Exchange Access Loop is described in Attachment C-16 following.

State(s):	Alabama			Florida			Georgia		
Rate Elements	Monthly	Nonrecurring Charges First	Add'l	Monthly	Nonrecurring Charges First	Add'l	Monthly	Nonrecurring Charges First	Add'l
Unbundled Exchange Access Loop	\$25.00	\$140.00	\$45.00	\$17.00	\$140.00	\$45.00	\$25.00	\$140.00	\$45.00
Unbundled Exchange Access IOC									
- Fixed	\$30.00	\$97.00	N/A	\$28.50	\$87.00	N/A	\$32.00	\$105.00	N/A
- 1 - 8 Miles	\$2.05	N/A	N/A	\$1.65	N/A	N/A	\$2.05	N/A	N/A
- 9 - 25 Miles	\$2.00	N/A	N/A	\$1.60	N/A	N/A	\$2.00	N/A	N/A
- Over 25 Miles	\$1.95	N/A	N/A	\$1.55	N/A	N/A	\$1.95	N/A	N/A

State(s):	Kentucky			Louisiana			Mississippi		
Rate Elements	Monthly	Nonrecurring Charges First	Add'l	Monthly	Nonrecurring Charges First	Add'l	Monthly	Nonrecurring Charges First	Add'l
Unbundled Exchange Access Loop	\$25.00	\$140.00	\$45.00	\$25.00	\$140.00	\$45.00	\$25.00	\$140.00	\$45.00
Unbundled Exchange Access IOC									
- Fixed	\$30.00	\$93.00	N/A	\$30.00	\$100.00	N/A	\$30.00	\$96.00	N/A
- 1 - 8 Miles	\$2.05	N/A	N/A	\$2.05	N/A	N/A	\$2.05	N/A	N/A
- 9 - 25 Miles	\$2.00	N/A	N/A	\$2.00	N/A	N/A	\$2.00	N/A	N/A
- Over 25 Miles	\$1.95	N/A	N/A	\$1.95	N/A	N/A	\$1.95	N/A	N/A

State(s):	N.Carolina			S.Carolina			Tennessee		
Rate Elements	Monthly	Nonrecurring Charges First	Add'l	Monthly	Nonrecurring Charges First	Add'l	Monthly	Nonrecurring Charges First	Add'l
Unbundled Exchange Access Loop	\$30.03	\$140.00	\$45.00	\$25.00	\$140.00	\$45.00	\$25.00	\$140.00	\$45.00
Unbundled Exchange Access IOC									
- Fixed	\$11.85	\$71.87	N/A	\$50.00	\$97.00	N/A	\$30.00	\$96.00	N/A
- 1 - 8 Miles	\$2.15	N/A	N/A	\$2.05	N/A	N/A	\$2.05	N/A	N/A
- 9 - 25 Miles	\$2.15	N/A	N/A	\$2.00	N/A	N/A	\$2.00	N/A	N/A
- Over 25 Miles	\$2.15	N/A	N/A	\$1.95	N/A	N/A	\$1.95	N/A	N/A



## Attachment C-16

## Unbundled Products and Services and New Services

## Service: Channelization System for Unbundled Exchange Access Loops

**Description:** This new rate element provides the multiplexing function for Unbundled Exchange Access Loops. It can convert up to 96 voice grade loops to DS1 level for connection with the ALEC's point of interface. The multiplexing can be done on a concentrated basis (delivers at 2 DS1 level to customer premise) or on a non-concentrated basis (delivers at 4 DS1 level to customer premise) at the option of the customer.

In addition to the following rate elements, 1.544 Mbps local channel and/or interoffice channel facilities may be required as set forth in E7 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariff for non-collocated ALECs.

State(s)	Alabama			Florida			Georgia		
Rate Elements	Monthly Rate	Nonrecurring Charge First	Charge Add'l	Monthly Rate	Nonrecurring Charge First	Charge Add'l	Monthly Rate	Nonrecurring Charge First	Charge Add'l
Unbundled Loop Channelization System (DS1 to VG), Per System	\$575.00	\$525.00	N/A	\$555.00	\$490.00	N/A	\$555.00	\$490.00	N/A
Central Office Channel Interface (circuit specific plug-in equipment), 1 per circuit	\$1.70	\$8.00	\$8.00	\$1.70	\$7.00	\$7.00	\$1.70	\$7.00	\$7.00

State(s)	Kentucky			Louisiana			Mississippi		
Rate Elements	Monthly Rate	Nonrecurring Charge First	Charge Add'l	Monthly Rate	Nonrecurring Charge First	Charge Add'l	Monthly Rate	Nonrecurring Charge First	Charge Add'l
Unbundled Loop Channelization System (DS1 to VG), Per System	\$540.00	\$495.00	N/A	\$530.00	\$510.00	N/A	\$560.00	\$450.00	N/A
Central Office Channel Interface (circuit specific plug-in equipment), 1 per circuit	\$1.60	\$8.00	\$8.00	\$1.60	\$8.00	\$8.00	\$1.70	\$6.00	\$6.00

State(s)	N.Carolina			S.Carolina			Tennessee		
Rate Elements	Monthly Rate	Nonrecurring Charge First	Charge Add'l	Monthly Rate	Nonrecurring Charge First	Charge Add'l	Monthly Rate	Nonrecurring Charge First	Charge Add'l
Unbundled Loop Channelization System (DS1 to VG), Per System	\$545.00	\$475.00	N/A	\$520.00	\$480.00	N/A	\$530.00	\$520.00	N/A
Central Office Channel Interface (circuit specific plug-in equipment), 1 per circuit	\$1.65	\$7.00	\$7.00	\$1.60	\$6.00	\$6.00	\$1.60	\$8.00	\$8.00

# Attachment C-17

## Unbundled Products and Services and New Services

### Service: Unbundled Exchange Ports

**Description:** An exchange port is the capability derived from the central office switch hardware and software required to permit end users to transmit or receive information over BellSouth's public switched network. It provides service enabling and network features and functionality such as translations, a telephone number, switching, announcements, supervision and touch-tone capability.

In addition, a BellSouth provided port with outgoing network access also provides access to other services such as operator services, long distance service, etc. It may also be combined with other services available in BellSouth's Intrastate Access Service Tariffs as technically feasible.

When an Unbundled Port is connected to BellSouth provided collocated loops, cross-connection rate elements are required as set forth in Section 20 of BellSouth Telecommunications's, Inc.'s Interstate Access Tariff, FCC No.1.

Alabama			Florida		Georgia	
Rate Elements	Rate	Per	Rate Elements	Rate	Rate Elements	Rate
Monthly (1)			Monthly		Monthly	
Residence Port	\$2.50		Residence Port	\$2.00	Residence Port	\$2.28
Business Port	\$7.00		Business Port	\$4.50	Business Port	\$4.80
PBX Trunk Port (2,3,4)	\$7.00		PBX Trunk Port	\$7.50	PBX Trunk Port	\$7.37
Rotary Service	\$2.00		Rotary Service	\$2.00	Rotary Service	\$2.77
Primary Rate ISDN NAS (5,6)	\$20.00					
Usage-Mileage Bands			Usage-(STS)		Usage-(STS)	
A (0 miles)	\$0.02	init.min.	- init. min.	\$0.0275	- setup per call	\$0.02
	\$0.01	Add'l min.	- add'l min.	\$0.0125	- per minute or fraction thereof	\$0.02
B (1-10 miles)	\$0.04	init.min.				
	\$0.02	Add'l min.				
C (11-16 miles)	\$0.06	init.min.				
	\$0.04	Add'l min.				
D (17-22 miles & existing LCA described in A3.6 greater than 22 mi.)	\$0.10	init.min.				
	\$0.07	Add'l min.				
E (23-30 miles)	\$0.10	init.min.				
	\$0.10	Add'l min.				
F (31-40 miles)	\$0.10	init.min.				
	\$0.10	Add'l min.				
G (Special Band) (7)	\$0.10	init.min.				
	\$0.10	Add'l min.				

#### NOTES:

- (1) Nonrecurring Charges, as displayed in Table I on Page 3, and Usage Charges, as displayed on this page, apply in addition to monthly rates.
- (2) Applies per outgoing, incoming or 2-way trunk port.
- (3) DID requires rates and charges as indicated in Table II on Page 3 in addition to the PBX Trunk Port rates.
- (4) IOD requires rates and charges as indicated in Table III on Page 3 in addition to the PBX Trunk Port rates.
- (5) Applies per outgoing, incoming or 2-way voice grade equivalent.
- (6) Primary rate ISDN requires a primary rate interface in addition to the primary rate ISDN NASes. Additional charges also apply per Primary Rate B-Channel, Call-by-Call Integrated Service Access Service Selection and Incoming Call Identification. See Table IV on Page 3 for rates and charges.
- (7) In addition to the local calling described in A3 of BellSouth's General Subscriber Service Tariff, if any wire center in an exchange is located within 40 miles of any wire center in the originating exchange, local calling will be provided from the entire originating exchange to the entire terminating exchange. The usage charges for Band G are applicable for distances greater than 40 miles.

# Attachment C-17

## Unbundled Products and Services and New Services

### Service: Unbundled Exchange Ports (Cont'd)

Kentucky			Louisiana		
Rate Elements	Rate	Per	Rate Elements	Rate	Per
Monthly			Monthly		
Residence Port	\$3.50		Residence Port	\$2.50	
Business Port	\$10.00		Business Port	\$7.00	
PBX Trunk Port	\$10.00		PBX Trunk Port	\$7.00	
Rotary Service	\$3.50		Rotary Service	\$3.50	
Usage-Mileage Bands			Usage-Mileage Bands		
A (0 miles)	\$0.04	Init.Min.	D (0 miles)	\$0.02	Init.Min.
	\$0.02	Add'l min.		\$0.01	Add'l min.
B (1-10 miles)	\$0.04	Init.Min.	A (1-10 miles)	\$0.04	Init.Min.
	\$0.02	Add'l min.		\$0.02	Add'l min.
C (Greater than 10 miles Limited LCA)	\$0.08	Init.Min.	B (11-18 miles)	\$0.08	Init.Min.
	\$0.04	Add'l min.		\$0.04	Add'l min.
D (1-10 miles beyond Limited LCA)	\$0.04	Init.Min.	C (17-22 miles)	\$0.10	Init.Min.
	\$0.02	Add'l min.		\$0.07	Add'l min.
E (11-18 miles beyond Limited LCA)	\$0.08	Init.Min.	D (23 - 30 miles Basic LCA and Intra Parish Expanded LCA)	\$0.14	Init.Min.
	\$0.04	Add'l min.		\$0.10	Add'l min.
F (17-22 miles beyond Limited LCA)	\$0.09	Init.Min.	E (Greater than 30 miles Basic LCA and Intra Parish Expanded LCA)	\$0.14	Init.Min.
	\$0.07	Add'l min.		\$0.14	Add'l min.
G (23-30 miles beyond Limited LCA)	\$0.09	Init.Min.	F (23 - 30 miles Inter-Parish Expanded LCA)	\$0.14	Init.Min.
	\$0.07	Add'l min.		\$0.10	Add'l min.
H (31-40 miles beyond Limited LCA)	\$0.09	Init.Min.	G (31 - 40 miles Inter-Parish Expanded LCA)	\$0.14	Init.Min.
	\$0.07	Add'l min.		\$0.14	Add'l min.
I (Greater than 40 miles beyond Limited LCA)	\$0.09	Init.Min.	H (Greater than 40 miles Inter-Parish)	\$0.14	Init.Min.
	\$0.07	Add'l min.		\$0.14	Add'l min.

Mississippi			N.Carolina		S.Carolina	
Rate Elements	Rates	Per	Rate Elements	Rates	Rate Elements	Rates
Monthly			Monthly		Monthly	
Residence Port	\$3.75		Residence Port	\$2.00	Residence Port	\$4.00
Business Port	\$7.50		Business Port	\$6.00	Business Port	\$10.50
PBX Trunk Port	\$7.50		PBX Trunk Port	\$6.00	PBX Trunk Port	\$10.50
Rotary Service	\$3.75		Rotary Service	\$1.50	Rotary Service	\$3.00
Usage - Mile Bands			Usage - (STS)		Usage - (STS)	
A (0 miles)	\$0.02	Init.Min.	- Init.Min.	\$0.05	- Basic Svc.Area	\$0.02
	\$0.01	Add'l min.	- Add'l min.	\$0.02	- Expanded Svc.Area	\$0.12
B (1-10 miles)	\$0.04	Init.Min.				
C (11-18 miles, existing LCA described in A3.6 greater than 18 miles, and calls to county seat greater than 18 miles)	\$0.02	Add'l min.				
	\$0.08	Init.Min.				
D (17-30 miles)	\$0.04	Add'l min.				
	\$0.09	Init.Min.				
	\$0.07	Add'l min.				
E (31-55 miles Biloxi LATA)	\$0.09	Init.Min.				
	\$0.07	Add'l min.				
F (31-55 miles Jackson LATA)	\$0.12	Init.Min.				
	\$0.10	Add'l min.				
G (56-85 miles Biloxi LATA)	\$0.18	Init.Min.				
	\$0.14	Add'l min.				

Tennessee		
Rate Elements	Rates	Per
Monthly		
Residence Port	\$4.00	
Business Port	\$10.00	
PBX Trunk Port	\$10.00	
Rotary Service	\$8.50	
Usage - Mile Bands		
A (0-18 miles)	\$0.02	per
B (17-30 miles)	\$0.05	per
C >30 miles	\$0.10	per

## **Attachment C-18**

### **Unbundled Products and Services and New Services**

**Service: Local Calling Area Boundary Guide**

**Description: Provided to ALECs to assist in deployment of number on their network to conform with BellSouth existing local calling area geographics.**

**State: All**

**Rate(s): No Charge**

**ATTACHMENT "D"**

**APPLICABLE DISCOUNTS**

The telecommunications services available for purchase by Reseller for the purposes of resale to Reseller end users shall be available at the following discount off of the retail rate.

<b><u>STATE</u></b>	<b><u>RESIDENCE</u></b>	<b>DISCOUNT</b>	<b><u>BUSINESS</u></b>
ALABAMA	10%		10%
FLORIDA	18%		12%
GEORGIA	20.3%		17.3%
KENTUCKY	10%		8%
LOUISIANA*	20.72%		20.72%
MISSISSIPPI	9%		8%
NORTH CAROLINA	12%		9%
SOUTH CAROLINA	10%		9%
TENNESSEE**	16%		16%

\* Effective as of the Commission's Order in Louisiana Docket No. U-22020 dated November 12, 1996.

\*\* The Wholesale Discount is set as a percentage off the tariffed rates. If OLEC provides its own operator services and directory services, the discount shall be 21.56%. These rates are effective as of the Tennessee Regulatory Authority's Order in Tennessee Docket No. 90-01331 dated January 17, 1997.